



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, APRIL 16, 2024
7:00 PM**

Call to Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

Mayor Jim Kuretski
Vice-Mayor Malise Sundstrom
Councilor Ron Delaney
Councilor Andy Fore
Councilor Cameron May
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

If you would like to speak on any item, please submit a Comment Card.

PRESENTATION

1. Town of Jupiter's fiscal year 2023 Annual Comprehensive Financial Report (ACFR) by Marcum CPA Firm.

CITIZEN COMMENTS

All Non-agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to state his/her name and address for the record prior to addressing the Town Council. Council will not discuss these items this evening. **Any issues will be referred to Staff for investigation; a report will be forwarded to Council; and citizens will be contacted.**

MINUTES

2. April 2, 2024 Town Council Meeting Minutes.

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items

unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

PUBLIC HEARING

3. **Ordinance 8-24, Second Reading**, Town-initiated Zoning Text Amendment to Section 27- 3191, Increasing non-residential Linkage Fees.

PUBLIC BUSINESS

4. **Resolution 15-24**, Approving contract award to Florida Design Drilling, LLC, for Mobile Bed Absorbers (MBA) Blower Replacements (W1503F) for an amount of \$1,084,100 and amending the project budget from \$1,652,817 to \$2,339,100.
5. **Resolution 16-24**, Approving contract award to R&M Service Solutions, LLC. for Valve and Hydrant Maintenance Contract (W2423) with an estimated budget of \$500,000 for the initial 2-year contract term.
6. **Resolution 24-24**, Approving contract award to GFA International, Inc. (dba Universal Engineering Sciences), Terracon Consultants, Inc., and Tierra South Florida Inc. for Geotechnical Engineering and Construction Materials Testing Services (Contracts W2413A, W2413B and W2413C, respectively).
7. **Resolution 25-24**, Approving contract award to Alpha Omega Training and Compliance, Inc. for Sulfuric Acid Storage Tanks Cleaning and Inspection (W2426) in the amount of \$87,751.
8. **Resolution 39-24**, Approving the mid-year budget amendments for fiscal year 2024.
9. **Resolution 41-24**, Approving the renewal of contract CR 2023-001, Printing, Binding, and/or Mailing Services with Southeastern Printing Co., Inc. estimated to be in the amount of \$82,877.
10. **Resolution 46-24**, Accepting a Grant Agreement with the Florida Department of Environmental Protection Grant to complete a Town-wide comprehensive Vulnerability Assessment for an amount of \$259,838.
11. **Resolution 50-24**, Approving contract renewal of EPW 2022-33 Miscellaneous Concrete with Sunshine Land Design, Inc. in an amount not to exceed \$126,061.53.
12. Approving contract award with Ferraro Emergency Medical Services, PLLC (Ferraro) for Medical Director of Fire and Emergency Rescue in the amount of \$149,200 for a 3-year term.
13. Approving the CARFAX for the Police Program Agreement.
14. Approving the 2024 Neighborhood Matching Grant Program in the amount of \$47,281.

15. Approving the Facility Use Agreement with St. Lucie County for Vehicle Operations Training in the amount of \$2,025.

REGULAR AGENDA

PUBLIC HEARING

16. **Ordinance 5-24, First Reading**, Alma's Place (Tract A) Rezoning - Town initiated Zoning Map Amendment. (Second Reading 5/21/24)

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

May 7, 2024, 7pm - Town Council Chambers

May 21, 2024, 7pm - Town Council Chambers

NOTICE

Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.

www.jupiter.fl.us/Live

Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings

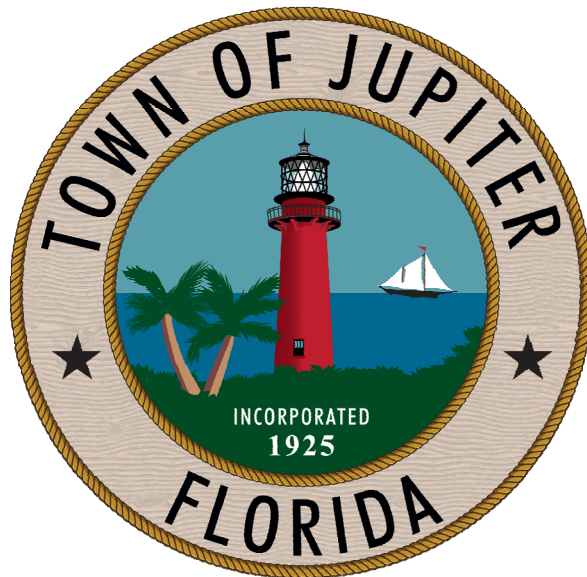
= no materials attached *revisions may occur* www.jupiter.fl.us

Section 2-64; Decorum, disturbing meeting

While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to being summarily ejected from the meeting.

Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752 at least 48 hours in advance to request accommodations.

**ANNUAL COMPREHENSIVE FINANCIAL REPORT
OF THE
TOWN OF JUPITER, FLORIDA
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**



**Prepared By:
Finance Department**

**Scott Reynolds
Finance Director**

TOWN OF JUPITER, FLORIDA

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INTRODUCTORY SECTION



March 28, 2024

Honorable Mayor, Members of the Town Council and Citizens Town of Jupiter, Florida

The Annual Comprehensive Financial Report (ACFR) of the Town of Jupiter, Florida, (the “Town”) for the fiscal year ended September 30, 2023, is hereby submitted. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the Town. To the best of our knowledge and belief, the enclosed data is accurate in all material aspects and is reported in a manner designed to present fairly the financial position and results of operations of the Town. All disclosures necessary to enable the reader to gain an understanding of the Town’s financial activities have been included.

Management of the Town is responsible for establishing and maintaining internal controls designed both to protect the government’s assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town’s financial statements in conformity with U.S. generally accepted accounting principles. The Town’s internal controls are designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and, (2) the valuation of costs and benefits requires estimates and judgments by management.

The Town’s financial statements are audited by an independent certified public accounting firm. The objective of the audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management to provide reasonable assurance that the financial statements are free of material misstatements.

As part of the Town’s annual audit, a review is made of internal controls and tests are performed to determine that the Town has complied with applicable laws and regulations. The results of the Town’s audit for the fiscal year ended September 30, 2023 identified no instances of material weaknesses in internal controls or material violations of applicable laws and regulations.

The Town is required to provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management’s Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The Town’s MD&A can be found beginning on page 5 of this report.

GOVERNMENT PROFILE

Government Entity: The Town of Jupiter was incorporated in 1925 as a political subdivision of the State of Florida. Since that time the Town’s geographic size has increased from approximately 8.5 square miles to just over 23 square miles. Located on the Atlantic Ocean in northern Palm Beach County, Jupiter is a vibrant coastal community of more than 61,000 year-round residents, having grown from a sleepy, seaside community with less than 10,000 residents in 1980. During the “season,” which runs from Thanksgiving to Easter, an additional 12,000-15,000 residents call Jupiter “home”.

The Town has operated under the Council-Manager form of government since the early 1970’s. Policy making and legislative authority are vested in the Town Council. The Council consists of the Mayor and four other Councilors. The Town Manager is appointed by the Town Council and is responsible for carrying

out the policies and ordinances established and approved by the Town Council and managing the day-to-day activities of the Town government. The Town provides a variety of services including public safety, public works, culture and recreation, protective inspections, water and stormwater utilities as well as general administrative services.

Reporting Entity: The management of the Town has considered whether there are potential component units that should be included in the Town's financial statements, by applying the criteria set forth by U.S. generally accepted accounting principles. Based upon the application of these criteria, the only entity to consider was the Jupiter Community Redevelopment Agency (the "CRA"); a dependent special district established by the Town, under authority granted by Florida Statute 163, Section III. The CRA is included in the Town's financial reporting entity as a blended component unit reported in a governmental (special revenue) fund, the Community Redevelopment Fund.

Budgetary Control: The Town adopts an annual operating budget which serves as the foundation for the Town's financial planning and control. The Town Council is required by state statute to hold two public hearings and adopt a final budget by no later than the beginning of the fiscal year (October 1st). The operating budget is prepared by fund, function and department. Directors, with the Town Manager's approval, may make budget transfers within a department. Transfers between departments require the approval of the Town Council. In addition to the operating budget, the Town Council also updates and approves the Town's five-year Community Investment Program annually.

FINANCIAL CONDITION AND OUTLOOK

Local Economy: Palm Beach County is the 4th most populous county in the State of Florida. The latest population estimate prepared in 2023 by the University of Florida's Bureau of Economic and Business Research indicates that the current population of the Town exceeds 61,000 and the County is approximately 1.5 million. Projections show the County population growing at an estimated annual rate of 0.5 percent over the next 15 years, with corresponding increases in service businesses and light industry. The County's median family income is \$93,221 and the unemployment rate was 2.9%.

The Town's major challenges are to provide the infrastructure and services required to maintain the quality of life to which Jupiter's residents and visitors have grown accustomed, to create future economic growth opportunities for the community and to position Jupiter to be ready to capitalize on those opportunities as the local and state economies remain stable.

Relevant Financial Policies: The Town has an "informal" policy supported by the Town Council in each year's annual operating budget that provides for the unassigned fund balance in the General Fund to equal or exceed twenty-five percent (25%) of the subsequent year's operating budget. Historically speaking, the Town has always maintained a fund balance targeted to protect its interest and provide needed financial resources to restore services and provide clean up in the event of natural disasters such as major hurricanes, to provide loans to other funds, and to ensure that large projects that have required the use of fund balance are completed successfully. In order to maintain this balance and allow the Town to continue its obligation to its residents as a first responder in the face of natural disasters and other unforeseen circumstances, the Town has implemented the following cost strategies to reduce operating cost and allow for an appropriately sized unassigned fund balance:

- Maintain the size of government based on community needs.
- Aggressively seek affordable healthcare options to allow for sustained viability of the Town's employee health plan while working to reduce the Town's operating costs.
- Realign capital investments to better align with the strategic goals of the Town.
- Work with developers to foster redevelopment projects within the community to allow for a stable tax base.

Long-term Financial Planning: The Town's strategic plan and performance measures are the cornerstones for its long-term financial planning and budgeting. The General Fund operating budget was adopted in

September 2022, at a millage tax rate of 2.4633 which is an increase of 11.66% over the rolled back rate. The governing budget supports the Town's five-year capital improvement plan and the State's comprehensive plan concurrency elements for Fiscal Year 2023. The Town uses a blended budget approach to reduce the reliance on property tax revenues and continues to initiate alternative revenue sources. As part of the Town's efforts to "maintain financial sustainability", the Town continues to seek new ways to contain costs by creating a culture of continuous improvement.

During the past few years assessed property values have been steadily increasing. For FY2023, assessed property values increased to \$14,108,719,582 or an increase of approximately \$1.6 billion or 13.11% from the \$12,473,066,062 in final taxable value for the prior fiscal year. It is anticipated that property values will increase and stabilize over time.

The largest enterprise activity, the water utility, continues to support its operating and capital improvement plan with rate structure changes to ensure operating stability and a fully funded capital plan. Investing to improve and maintain the infrastructure related to water and stormwater utility functions provides for future stability related to the current customer base and future growth.

The Town adopted a five-year capital improvement plan identifying future funding needs to maintain, repair and upgrade capital assets and infrastructure. Included in these long-term capital needs are road resurfacing and water infrastructure upgrades, within funding constraints; and aligned with the approved comprehensive plan concurrency elements.

OTHER INFORMATION

Independent Audit: Florida Statutes Chapter 11.45 requires an annual financial and compliance audit by an independent certified public accountant. The auditor's report on the financial statements is included in the Financial Section of this report. The auditor's report related specifically to compliance with *Government Auditing Standards* is included in the Compliance Reports Section.

Awards: The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022, the thirty first consecutive year the Town has received this prestigious award. In order to be awarded a Certificate of Achievement, the Town published an easily readable and efficiently organized annual comprehensive financial report. This report satisfied both U.S. generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

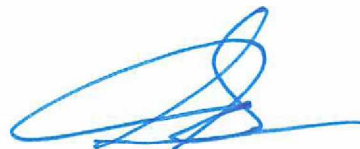
Acknowledgments: The preparation of the annual comprehensive financial report on a timely basis was made possible by the dedicated services of the entire staff of the finance department. Each member of the department has our sincere appreciation for the contributions made in the preparation of this report.

We believe this report reflects the continued excellent financial position of the Town of Jupiter. We would like to thank the Mayor, the Town Council and the residents of the Town for your interest and support toward the planning and administration of the financial operations of the Town in a responsible and progressive manner. With this support, we have been able to maintain a high degree of fiscal health and responsibility for the Town of Jupiter.

Respectfully Submitted,



Frank Kitzerow
Town Manager



Scott Reynolds
Finance Director



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Town of Jupiter
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

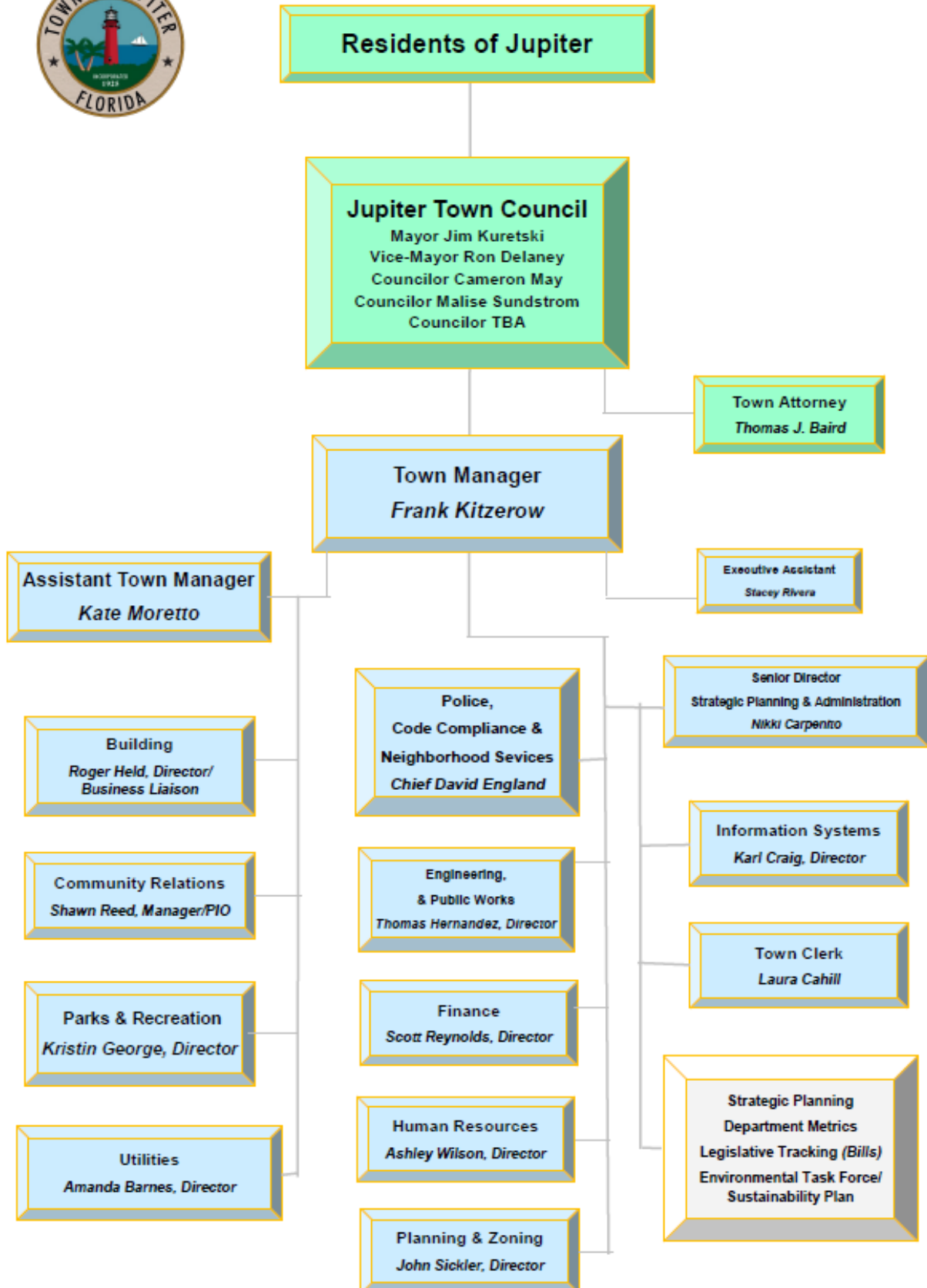
Christopher P. Morill

Executive Director/CEO

**TOWN OF JUPITER, FLORIDA
LIST OF PRINCIPAL OFFICIALS
SEPTEMBER 30, 2023**

Mayor	James Kuretski
Vice-Mayor	Ron Delaney
Councilor	TBA
Councilor	Cameron May
Councilor	Malise Sundstrom
Town Manager	Frank Kitzerow
Assistant Town Manager	Kate Moretto
Town Attorney	Thomas J. Baird
Town Clerk	Laura Cahill
Finance Director	Scott Reynolds
Chief of Police	David England
Utilities Director	Amanda Barnes
Engineering and Public Works Director	Thomas Hernandez
Planning and Zoning Director	John R. Sickler, Jr.
Information Systems Director	Karl Craig
Building Department Director	Roger D. Held
Parks and Recreation Director	Kristin Fitzgerald George
Senior Director Internal Services	Nikki Carpenitio

Town of Jupiter Organizational Chart



INDEPENDENT AUDITORS' REPORT

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, Members of the Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Jupiter, Florida (the "Town"), as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Municipal Police Officers' Retirement Trust Fund, the fiduciary fund of the Town, which represents 86%, 86% and 61%, respectively, of the assets, net position/fund balances, and revenues/additions of the aggregate remaining fund information as of September 30, 2023. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Municipal Police Officers' Retirement Trust Fund, is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5 through 14, the budgetary comparison schedules on pages 94-100, the pension funds information on pages 101 to 106 and the other postemployment benefits information on page 107 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining fund financial statements and the individual fund budgetary comparison schedules on pages 108 through 111, and the schedule of expenditures of federal awards on page 141, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining fund financial statements and individual fund budgetary comparison schedules, and schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2024 on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town's internal control over financial reporting and compliance.

Marcum LLP

West Palm Beach, Florida
March 28, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

Management's Discussion and Analysis

Acting in our capacity as the management of the Town of Jupiter, Florida, we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town of Jupiter, Florida, for the fiscal year ended September 30, 2023.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the Town exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$558,151,745 (*total net position*). Of this amount, approximately \$181,900,000 (*unrestricted net position*) may be used to meet the Town's ongoing obligations to citizens and creditors.
- The Town's operations increased net position by approximately \$26,476,000. Approximately 57% of this increase is attributable to governmental activities and 43% is attributable to business-type activities.
- As of the close of the fiscal year, the Town's governmental funds reported combined ending fund balances of \$114,396,325, a decrease of approximately \$342,000 from the prior year fund balance. Approximately 46% of the total fund balance amount is *available for spending* at the Town's discretion (*unassigned fund balance*).
- At the end of the fiscal year, unassigned fund balance for the General Fund was \$52,095,593, or 85% of total General Fund expenditures for the current fiscal year.
- The Town's total debt (bonds and notes payable) decreased by approximately \$4,273,000 (24%) during the current fiscal year. The decrease was attributable to scheduled principal payments on the debt.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The basic financial statements of the Town comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Town's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flow*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the Town include general government, public safety, engineering and public works, and culture and recreation. The business-type activities of the Town include the Water System, Stormwater Utility and Building Department.

The Jupiter Community Redevelopment Agency, although a legally separate entity, functions for all practical purposes as a department of the Town, and therefore has been included as an integral part of the primary government (*a blended component unit*). The government-wide financial statements can be found on pages 15-17 of this report.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

- ***Governmental funds*** - *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenue, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Town maintains fourteen individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenue, expenditures, and changes in fund balances for the General Fund, Community Redevelopment Fund, American Rescue Plan Fund and Capital Improvements Fund, which are considered to be major funds. Aggregated data for the remaining nonmajor governmental funds is also presented. The basic governmental funds financial statements can be found on pages 18-21 of this report.

- **Enterprise funds** - The *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The Town uses three enterprise funds to account for the separate operations of its Water System, Stormwater Utility and Building Fund. The basic enterprise fund financial statements can be found on pages 22-26 of this report.
- **Fiduciary fund** - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for the enterprise funds. The Town's only fiduciary fund is the Municipal Police Officers' Retirement Trust Fund (MPORT), which is used to account for the assets held in a trustee capacity for the retirement pensions of the Town's police officers. The basic fiduciary fund financial statements can be found on pages 27-28 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 29-93 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. The Town adopts an annual appropriated budget for the General Fund and Community Redevelopment Fund. Budgetary comparison schedules and accompanying notes for both funds are included as required supplementary information on pages 94-100 to demonstrate compliance with the adopted budget. The Town also presents required supplementary information related to its defined benefit retirement plans and other postemployment benefits (OPEB) plan on pages 101-107.

The Town also adopts an annual budget for the Capital Improvements Fund and the Debt Service Fund. Budgetary comparison schedules for these funds are included as supplementary information with the combining fund financial statements. The combining fund financial statements and individual fund budgetary comparison schedules are presented immediately following the required supplementary information on pages 108-111.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets and deferred outflows exceeded liabilities and deferred inflows by approximately \$558,151,000 at the close of the most recent fiscal year. The Town's net position at September 30, 2023 and 2022 is summarized as follows (in thousands):

Summary of Changes in Net Position						
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Assets						
Current and other assets	\$ 128,350	\$ 129,301	\$ 129,546	\$ 125,275	\$ 257,896	\$ 254,576
Capital assets, net	150,579	128,427	224,970	218,744	375,549	347,171
Total Assets	<u>278,929</u>	<u>257,728</u>	<u>354,516</u>	<u>344,019</u>	<u>633,445</u>	<u>601,747</u>
Deferred Outflows of Resources	<u>15,029</u>	<u>19,469</u>	<u>1,691</u>	<u>1,903</u>	<u>16,720</u>	<u>21,372</u>
Liabilities						
Long-term liabilities	49,835	47,768	19,276	20,494	69,111	68,262
Other liabilities	14,056	13,869	5,824	5,648	19,880	19,517
Total Liabilities	<u>63,891</u>	<u>61,637</u>	<u>25,100</u>	<u>26,142</u>	<u>88,991</u>	<u>87,779</u>
Deferred Inflows of Resources	<u>2,225</u>	<u>2,706</u>	<u>798</u>	<u>959</u>	<u>3,023</u>	<u>3,665</u>
Net Position						
Net investment in capital assets	143,364	122,900	215,025	206,789	358,389	329,689
Restricted	17,882	15,290	--	--	17,882	15,290
Unrestricted	66,596	74,664	115,284	112,032	181,880	186,696
Total Net Position	<u>\$ 227,842</u>	<u>\$ 212,854</u>	<u>\$ 330,309</u>	<u>\$ 318,821</u>	<u>\$ 558,151</u>	<u>\$ 531,675</u>

The largest portion of the Town's net position (64%) reflects its investment in capital assets (e.g., land, buildings, improvements, machinery and equipment and infrastructure), less any related debt and deferred inflows/outflows used to acquire those assets that is still outstanding. The Town uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Town's net position (3%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$182 million) may be used to meet the Town's ongoing obligations to citizens and creditors. At the end of the current fiscal year, the Town is able to report positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

Changes in Net Position

The Town's net position increased by approximately \$26.5 million during 2023. The increase is due to increases in charges for services, property taxes and other taxes.

The changes in the Town's net position for the fiscal years ended September 30, 2023 and 2022 are summarized as follows (in thousands):

Summary of Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Program Revenues						
Charges for services	\$ 12,803	\$ 11,335	\$ 39,218	\$ 37,576	\$ 52,021	\$ 48,911
Operating grants and contributions	2,148	1,854	269	347	2,417	2,201
Capital grants and contributions	2,678	3,212	1,324	1,385	4,002	4,597
General Revenues						
Property taxes	37,305	33,179	--	--	37,305	33,179
Other taxes	28,695	27,406	--	--	28,695	27,406
Intergovernmental, unrestricted	2,884	2,803	--	--	2,884	2,803
Investment earnings (losses) and other income	4,262	(160)	2,656	(763)	6,918	(923)
Total Revenues	<u>90,775</u>	<u>79,629</u>	<u>43,467</u>	<u>38,545</u>	<u>134,242</u>	<u>118,174</u>
Expenses						
General government	25,140	23,426	--	--	25,140	23,426
Public safety	32,344	27,095	--	--	32,344	27,095
Engineering and public works	10,225	9,498	--	--	10,225	9,498
Culture/Recreation	5,811	4,395	--	--	5,811	4,395
Interest on debt	247	188	--	--	247	188
Water system	--	--	25,899	24,806	25,899	24,806
Stormwater	--	--	3,216	3,081	3,216	3,081
Building	--	--	4,884	4,041	4,884	4,041
Total Expenses	<u>73,767</u>	<u>64,602</u>	<u>33,999</u>	<u>31,928</u>	<u>107,766</u>	<u>96,530</u>
Change in net position before transfers	17,008	15,027	9,468	6,617	26,476	21,644
Transfers	(2,020)	7,461	2,020	(7,461)	--	--
Change in Net Position	14,988	22,488	11,488	(844)	26,476	21,644
Net Position - Beginning	<u>212,854</u>	<u>190,366</u>	<u>318,821</u>	<u>319,665</u>	<u>531,675</u>	<u>510,031</u>
Net Position - Ending	<u>\$ 227,842</u>	<u>\$ 212,854</u>	<u>\$ 330,309</u>	<u>\$ 318,821</u>	<u>\$ 558,151</u>	<u>\$ 531,675</u>

Governmental Activities

Governmental activities increased the Town's net position by \$14,987,614, thereby accounting for 57% of the total growth in the net position of the Town. This increase is directly attributed to increases in revenue collections. When compared to the previous year, revenues increased approximately \$11.1 million and transfers decreased by approximately \$9.5 million. These increases were offset by increases in expenses of approximately \$9.2 million.

Business-type Activities

Business-type activities increased the Town's net position by approximately \$11,488,000. Key elements of this change were as follows:

- The Water System change in net position was \$8,298,709 which was \$7,143,610 greater than the prior year. The current year change in net position is attributable to operating revenues in excess of operating expenses of \$4,638,534, utility connection charges of \$1,324,063 and transfers in of \$528,832.
- The Stormwater Utility change in net position was \$2,837,301 which was \$56,624 lower than the prior year. The current year change in net position is attributable to operating revenues in excess of operating expenses of \$652,902 and transfers in of \$1,990,904.
- The Building department change in net position was \$352,587 which was \$5,246,382 greater than the prior year. The current year change in net position is attributable to operating revenues in excess of operating expenses of \$344,782 offset by investment earnings of \$518,222 and transfers out of \$500,000.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The significant financial activities of the Town's funds are described below.

Governmental Funds

The focus of the Town's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the Town's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At the end of the current fiscal year, the Town's governmental funds reported combined ending fund balance of \$114,396,325, a decrease of \$342,235 from the prior year. Approximately 45% of the total fund balance at September 30, 2023 \$52,095,593 constitutes *unassigned fund balance*, which is available for spending at the Town's discretion. The remainder of the fund balance is not available for new spending and is broken down into the following categories:

Nonspendable	\$ 2,637,943	2%
Restricted	\$ 17,882,038	16%
Assigned	\$ 41,780,751	37%

The General Fund is the chief operating fund of the Town. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$52,095,593, while total fund balance was \$64,959,290. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total General Fund expenditures. Unassigned fund balance represents 85% of total General Fund expenditures for 2023. The fund balance of the Town's General Fund increased by \$11,648,461 during the current fiscal year as compared to a decrease of \$3,707,379 for the prior year. The key factor contributing to the current year

increase is a decrease in transfers out of \$9,625,148 to the capital improvement fund for the construction of a new town hall.

The Community Redevelopment Fund (CRA) had a fund balance of \$536,777. The General Fund and Capital Improvement Fund advances will be repaid from future tax increment funds received by the CRA as commercial and redevelopment projects increase taxable property values in the CRA district. The CRA had an increase in the net change of fund balance during 2023 of \$1,681,274.

The American Rescue Plan Fund had a fund balance of \$0 at fiscal year end 2023, the same as in fiscal year 2022. The American Rescue Plan Fund recognized \$2,093,333 in American Rescue Plan Act (ARPA) funding, which was transferred for construction of water and stormwater infrastructure improvements.

The Capital Improvements Fund has a total fund balance of \$33,608,579 which is intended for the Town's current and future capital projects. The net decrease in fund balance during the current year in the Capital Improvements Fund was \$15,674,359 as compared to the increase of \$27,731,799 for the prior year. The reduction in fund balance during the current fiscal year was due to the construction and draw down of fund balance to pay for the new town hall building project.

Enterprise Funds

The Town's enterprise fund financial statements provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water System Fund, Stormwater Fund and Building Fund at the end of the year amounted to \$91,209,881, \$9,828,275 and \$14,246,304, respectively. The total change in net position of the Water System Fund, Stormwater Fund and Building Fund was \$8,298,709, \$2,837,301, and \$352,587, respectively. Other factors concerning the finances have already been addressed in the discussion of the Town's business-type activities.

BUDGETARY HIGHLIGHTS

General Fund: Differences between the original budget and the final amended budget for total expenditures resulted in a net increase of approximately \$944,000 in appropriations for 2023 and were generally attributable to the re-appropriation of open contracts from the previous fiscal year and appropriated revenues received but not originally budgeted.

During the year, actual revenues were \$7,655,131 more than budgetary estimates due primarily to increases in taxes of \$1,046,813, franchise fees of \$1,224,831, state shared and sales tax revenues of \$1,699,320 and investment earnings of \$3,135,041. Actual expenditures and other financing uses were under budget by \$778,872.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The Town's investment in capital assets for its governmental and business-type activities as of September 30, 2023, amounts to approximately \$375.5 million (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, buildings and improvements, machinery and equipment, park facilities, easements, roads, highways and bridges, water plant facilities, water meters and transmission lines. The total increase in the Town's investment in capital assets for the current fiscal year was approximately \$28.4 million or 8%.

The Town's capital assets at September 30, 2023 and 2022 are summarized as follows:

Capital Assets						
(Amounts in Thousands, net of accumulated depreciation/amortization)						
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Land	\$ 48,363	\$ 48,363	\$ 569	\$ 569	\$ 48,932	\$ 48,932
Construction in progress	18,616	--	16,261	9,983	34,877	9,983
Buildings	23,049	24,180	56,687	58,678	79,736	82,858
Improvements	26,892	25,982	142,309	140,356	169,201	166,338
Machinery and equipment	2,645	2,318	8,993	9,158	11,638	11,476
Infrastructure	28,024	27,584	--	--	28,024	27,584
Subscription-based assets	2,990	--	151	--	3,141	--
Total	<u>\$ 150,579</u>	<u>\$ 128,427</u>	<u>\$ 224,970</u>	<u>\$ 218,744</u>	<u>\$ 375,549</u>	<u>\$ 347,171</u>

Major capital asset events during the current fiscal year included the following:

- The construction of the new Town hall.
- A variety of roadway and landscape improvements throughout the Town.
- Improvements to various Town parks.
- Improvements to the water distribution system in targeted neighborhoods.
- Improvements to the water transmission systems.
- Continuing well rehabilitation program in the water utility.
- Improvements to water processing equipment and operations technology.
- Continuing drainage and swale rehabilitation programs and expansion of pump station systems to improve the quality of stormwater runoff.
- On-going investment in the police vehicle replacement program.
- A continuing reinvestment in the Town's sidewalk and street infrastructure.

Additional information on the Town's capital assets can be found in Note 6 on pages 56-57 of this report.

Outstanding debt. At the end of the current fiscal year, the Town had total bonded debt and loans outstanding of approximately \$13,495,000. Of this amount, approximately \$3,957,000 is general obligation bonded debt. The remainder of the Town’s debt of approximately \$9,538,000 represents bonds and notes secured solely by the net revenues of the Enterprise Funds. The Town’s total debt decreased by approximately \$4,273,000 or 24% during the current fiscal year, due to the retirement of maturing debt. The Town’s outstanding debt at September 30, 2023 and 2022 is summarized as follows:

	Outstanding Debt					
	General Obligation and Revenue Bonds / Note					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
General obligation note	\$ 3,957	\$ 5,925	\$ --	\$ --	\$ 3,957	\$ 5,925
Water system revenue bonds / note	--	--	9,538	11,843	9,538	11,843
Total	\$ 3,957	\$ 5,925	\$ 9,538	\$ 11,843	\$ 13,495	\$ 17,768

The Town as a whole has maintained a “AAA” rating from Standard & Poor’s and Fitch and a “Aaa” rating from Moody’s on their outstanding bonded debt. Town ordinances limit the amount of general obligation debt the Town may issue to 15% of the total assessed valuations of property located in the Town. The current debt limitation for the Town is approximately \$2.1 billion, which is significantly in excess of the Town’s outstanding general obligation debt.

Additional information on the Town’s long-term debt can be found in Note 7 on pages 58-64 of this report.

ECONOMIC FACTORS AND NEXT YEAR’S BUDGETS AND RATES

The Town’s 2024 General Fund budget is approximately \$70.9 million, or an increase of approximately \$7.3 million from the original budget adopted for 2023. The following factors were considered in preparing the Town’s budget for the 2024 fiscal year.

- Increases in property values and the overall stable housing market will continue to have a positive impact on ad-valorem tax revenues in FY 2024. There was a 12.71% increase in property values for FY 2024, which allowed the Town Council to reduce the millage by 3%.
- Increases in state shared, sales tax revenues and franchise fees.
- Increase in interest earnings due to increases in interest rates.
- Funding used for investment in infrastructure that supports the needs of the community.
- Reductions in debt service costs and chemical costs in the water utility.

Water System revenues are expected to remain stable and increase slightly depending upon weather conditions in the coming year.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director at 210 Military Trail, Jupiter, Florida 33458.

BASIC FINANCIAL STATEMENTS

TOWN OF JUPITER, FLORIDA

STATEMENT OF NET POSITION

SEPTEMBER 30, 2023

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	\$ 70,089,896	\$ 61,780,144	\$ 131,870,040
Investments	54,005,358	62,202,623	116,207,981
Accounts receivable, net	2,536,011	1,547,540	4,083,551
Grants receivable	149,307	--	149,307
Inventory	21,002	659,908	680,910
Internal balances	(22,600)	22,600	--
Prepaid expenses	8,042	17,148	25,190
Restricted assets			
Restricted cash and cash equivalents	341,569	--	341,569
Restricted investments	1,176,366	--	1,176,366
Notes receivable	45,287	--	45,287
Noncurrent receivables	--	3,316,668	3,316,668
Capital assets, not being depreciated/amortized			
Land	48,362,544	569,123	48,931,667
Construction in progress	18,615,739	16,260,861	34,876,600
Capital assets, net of accumulated depreciation/amortization			
Buildings and plant	23,049,560	56,686,877	79,736,437
Improvements	26,892,054	142,309,011	169,201,065
Machinery and equipment	2,645,033	8,992,397	11,637,430
Infrastructure	28,023,858	--	28,023,858
Subscription-based assets (right to use assets)	2,990,278	151,439	3,141,717
Total Assets	<u>278,929,304</u>	<u>354,516,339</u>	<u>633,445,643</u>
Deferred Outflows of Resources			
Deferred charges on refundings	--	89,179	89,179
Deferred amount related to OPEB	67,379	18,203	85,582
Deferred amount related to pensions	14,961,864	1,583,861	16,545,725
Total Deferred Outflows of Resources	<u>\$ 15,029,243</u>	<u>\$ 1,691,243</u>	<u>\$ 16,720,486</u>

(Continued)

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF NET POSITION (CONTINUED)

SEPTEMBER 30, 2023

	Governmental Activities	Business-Type Activities	Total
Liabilities			
Accounts payable and retainage payable	\$ 5,319,742	\$ 2,662,027	\$ 7,981,769
Accrued liabilities	1,318,198	154,256	1,472,454
Deposits	4,708,780	1,795,604	6,504,384
Unearned revenue	2,709,632	1,212,509	3,922,141
Noncurrent liabilities			
Due within one year			
Compensated absences	280,300	144,899	425,199
Bonds and notes	1,975,064	--	1,975,064
Subscription liability	424,240	86,241	510,481
Due in more than one year			
Compensated absences	3,621,880	864,457	4,486,337
Bonds and notes	1,982,314	9,538,000	11,520,314
Total OPEB liability	849,755	229,573	1,079,328
Net pension liability	38,196,429	8,361,076	46,557,505
Subscription liability	2,504,373	51,977	2,556,350
Total Liabilities	<u>63,890,707</u>	<u>25,100,619</u>	<u>88,991,326</u>
Deferred Inflows of Resources			
Deferred amount related to OPEB	1,339,957	362,008	1,701,965
Deferred amount related to pensions	885,470	435,623	1,321,093
Total Deferred Inflows of Resources	<u>2,225,427</u>	<u>797,631</u>	<u>3,023,058</u>
Net Position			
Net investment in capital assets	143,364,492	215,024,872	358,389,364
Restricted for:			
Debt retirement	595,600	--	595,600
Capital projects	14,992,313	--	14,992,313
Law enforcement	580,982	--	580,982
Economic development	1,713,143	--	1,713,143
Unrestricted	66,595,883	115,284,460	181,880,343
Total Net Position	<u>\$ 227,842,413</u>	<u>\$ 330,309,332</u>	<u>\$ 558,151,745</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Functions/Programs	Expenses	Program Revenues			Net Revenues (Expenses) and Changes in Net Position		
		Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	Governmental Activities	Business-type Activities	Total
Governmental Activities							
General government	\$ 25,139,966	\$ 11,164,519	\$ 808,217	\$ 2,677,624	\$ (10,489,606)	\$ --	\$ (10,489,606)
Public safety	32,343,528	384,394	1,138,857	--	(30,820,277)	--	(30,820,277)
Engineering and public works	10,224,598	431,663	200,570	--	(9,592,365)	--	(9,592,365)
Culture and recreation	5,811,526	822,162	--	--	(4,989,364)	--	(4,989,364)
Interest on long-term debt	247,538	--	--	--	(247,538)	--	(247,538)
Total Governmental Activities	73,767,156	12,802,738	2,147,644	2,677,624	(56,139,150)	--	(56,139,150)
Business-type Activities							
Water system	25,898,766	30,229,903	20,466	1,324,063	--	5,675,666	5,675,666
Stormwater	3,216,382	3,760,686	248,169	--	--	792,473	792,473
Building	4,883,816	5,227,186	--	--	--	343,370	343,370
Total Business-type Activities	33,998,964	39,217,775	268,635	1,324,063	--	6,811,509	6,811,509
Total	\$ 107,766,120	\$ 52,020,513	\$ 2,416,279	\$ 4,001,687	(56,139,150)	6,811,509	(49,327,641)
General Revenues							
Taxes							
Property taxes					37,305,224	--	37,305,224
Franchise fees					6,291,831	--	6,291,831
Public service taxes					5,990,871	--	5,990,871
Communications services taxes					2,723,315	--	2,723,315
Sales taxes					12,306,233	--	12,306,233
Gas taxes					1,382,329	--	1,382,329
Impact Fees					25,931	--	25,931
Intergovernmental not restricted to specific programs					2,884,214	--	2,884,214
Investment gains					4,203,076	2,636,193	6,839,269
Gain on disposal of capital assets					33,476	21,159	54,635
Transfers					(2,019,736)	2,019,736	--
Total General Revenues and Transfers					71,126,764	4,677,088	75,803,852
Change in Net Position					14,987,614	11,488,597	26,476,211
Net Position - Beginning					212,854,799	318,820,735	531,675,534
Net Position - Ending					\$ 227,842,413	\$ 330,309,332	\$ 558,151,745

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	Major Governmental Funds				Nonmajor	Total
	General	Community	American	Capital	Governmental	Government
	Fund	Redevelopment	Rescue Plan	Improvements	Funds	Funds
		Fund	Fund	Fund		
Assets						
Cash and cash equivalents	\$ 29,190,128	\$ 4,051,160	\$ 2,664,345	\$ 19,921,441	\$ 14,262,822	\$ 70,089,896
Investments	33,683,312	--	--	19,270,379	1,051,667	54,005,358
Accounts receivable, net	2,533,899	2,112	--	--	--	2,536,011
Grants receivable	44,568	--	--	104,739	--	149,307
Advances from other funds	2,608,899	--	--	635,305	--	3,244,204
Inventory	21,002	--	--	--	--	21,002
Prepaid items	8,042	--	--	--	--	8,042
Restricted cash	--	--	--	341,569	--	341,569
Restricted investments	1,176,366	--	--	--	--	1,176,366
Notes receivable	--	45,287	--	--	--	45,287
Total Assets	<u>\$ 69,266,216</u>	<u>\$ 4,098,559</u>	<u>\$ 2,664,345</u>	<u>\$ 40,273,433</u>	<u>\$ 15,314,489</u>	<u>\$ 131,617,042</u>
Liabilities, Deferred Inflows of Resources and Fund Balances						
Liabilities						
Accounts payable and retainage payable	\$ 2,589,393	\$ 162,291	\$ --	\$ 2,556,971	\$ 210	\$ 5,308,865
Accrued liabilities	1,226,636	--	--	--	--	1,226,636
Advances to other funds	--	3,244,204	--	--	22,600	3,266,804
Deposits	490,897	110,000	--	4,107,883	--	4,708,780
Total Liabilities	<u>4,306,926</u>	<u>3,516,495</u>	<u>--</u>	<u>6,664,854</u>	<u>22,810</u>	<u>14,511,085</u>
Deferred Inflows of Resources						
Unavailable revenues	--	45,287	2,664,345	--	--	2,709,632
Fund Balances						
Nonspendable:						
Inventory	21,002	--	--	--	--	21,002
Prepaid items	8,042	--	--	--	--	8,042
Advances from other funds	2,608,899	--	--	--	--	2,608,899
Restricted for:						
Public safety	--	--	--	--	156,036	156,036
Debt service	--	--	--	--	595,600	595,600
Capital projects	--	--	--	635,305	14,992,008	14,992,313
Law enforcement	241,911	--	--	--	183,035	424,946
Economic development	1,176,366	536,777	--	--	--	1,713,143
Assigned to:						
Capital projects	--	--	--	32,973,274	--	32,973,274
Health insurance	8,807,477	--	--	--	--	8,807,477
Unassigned:						
General Fund	52,095,593	--	--	--	--	52,095,593
Total Fund Balances	<u>64,959,290</u>	<u>536,777</u>	<u>--</u>	<u>33,608,579</u>	<u>15,291,679</u>	<u>114,396,325</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 69,266,216</u>	<u>\$ 4,098,559</u>	<u>\$ 2,664,345</u>	<u>\$ 40,273,433</u>	<u>\$ 15,314,489</u>	<u>\$ 131,617,042</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2023

Total Governmental Fund Balances \$ 114,396,325

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

150,579,066

Accrued interest on bonds payable and subscription liabilities is not due and payable in the current period and, therefore, is reported in the funds.

(102,439)

Deferred outflows/inflows of resources related to pensions for defined benefit pension plans and other postemployment benefits are reported in the statement of net position but are not reported in the governmental funds:

Deferred outflows related to other postemployment benefits	\$ 67,379	
Deferred outflows related to pensions	14,961,864	
Deferred inflows related to other postemployment benefits	(1,339,957)	
Deferred inflows related to pensions	(885,470)	
Net adjustment		12,803,816

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:

Compensated absences	(3,902,180)	
Bonds and notes payable	(3,957,378)	
Subscription liability	(2,928,613)	
Total other postemployment benefits liability	(849,755)	
Net pension liability	(38,196,429)	
Net adjustment		(49,834,355)

Total Net Position \$ 227,842,413

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - GOVERNMENTAL FUNDS**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Governmental Funds				Nonmajor	Total
	General	Community	American	Capital	Governmental	Governmental
	Fund	Redevelopment	Rescue Plan	Improvements	Funds	Funds
Revenues						
Taxes	\$ 37,618,379	\$ 2,748,541	\$ --	\$ 5,002,609	\$ 2,032,210	\$ 47,401,739
Franchise fees	6,291,831	--	--	--	--	6,291,831
Licenses and permits	94,105	--	--	--	25,931	120,036
Intergovernmental	10,542,329	--	2,093,333	699,829	5,986,721	19,322,212
Charges for services	12,059,717	101,951	--	--	--	12,161,668
Fines and forfeitures	296,391	--	--	--	--	296,391
Investment earnings	3,273,308	33,251	--	847,235	49,282	4,203,076
Donations	24,100	--	--	190,494	--	214,594
Miscellaneous	478,909	143,853	--	106,424	297	729,483
Total Revenues	<u>70,679,069</u>	<u>3,027,596</u>	<u>2,093,333</u>	<u>6,846,591</u>	<u>8,094,441</u>	<u>90,741,030</u>
Expenditures						
Current:						
General government	20,010,611	1,078,716	--	1,121,355	22,810	22,233,492
Public safety	26,103,214	--	--	--	55,430	26,158,644
Engineering and public works	8,022,176	--	--	767,913	--	8,790,089
Culture and recreation	2,927,781	--	--	1,747,024	--	4,674,805
Capital outlay	3,927,925	155,835	--	23,997,945	--	28,081,705
Debt service:						
Principal	515,483	--	--	--	1,967,839	2,483,322
Interest and fiscal charges	423	111,771	--	--	43,783	155,977
Total Expenditures	<u>61,507,613</u>	<u>1,346,322</u>	<u>--</u>	<u>27,634,237</u>	<u>2,089,862</u>	<u>92,578,034</u>
Excess (Deficiency) of Revenues						
Over (Under) Expenditures	<u>9,171,456</u>	<u>1,681,274</u>	<u>2,093,333</u>	<u>(20,787,646)</u>	<u>6,004,579</u>	<u>(1,837,004)</u>
Other Financing Sources (Uses)						
Proceeds from sale of capital assets	70,408	--	--	--	--	70,408
Subscription based financing arrangement	3,444,097	--	--	--	--	3,444,097
Transfers in	--	--	--	5,662,500	210,310	5,872,810
Transfers out	(1,037,500)	--	(2,093,333)	(549,213)	(4,212,500)	(7,892,546)
Total Other Financing Sources (Uses)	<u>2,477,005</u>	<u>--</u>	<u>(2,093,333)</u>	<u>5,113,287</u>	<u>(4,002,190)</u>	<u>1,494,769</u>
Net Change in Fund Balances	<u>11,648,461</u>	<u>1,681,274</u>	<u>--</u>	<u>(15,674,359)</u>	<u>2,002,389</u>	<u>(342,235)</u>
Fund Balances (Deficit) - Beginning	<u>53,310,829</u>	<u>(1,144,497)</u>	<u>--</u>	<u>49,282,938</u>	<u>13,289,290</u>	<u>114,738,560</u>
Fund Balances - Ending	<u>\$ 64,959,290</u>	<u>\$ 536,777</u>	<u>\$ --</u>	<u>\$ 33,608,579</u>	<u>\$ 15,291,679</u>	<u>\$ 114,396,325</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Net Change in Fund Balance - Total Governmental Funds \$ (342,235)

Amounts reported for governmental activities in the statement
of activities are different because:

Governmental funds report capital outlays as expenditures.
However, in the statement of activities, the costs of those assets
is allocated over their estimated useful lives as depreciation and
amortization expense. Capital outlays and depreciation/amortization
expense were as follows in the current period:

Capital outlay	\$ 28,081,705	
Asset transferred from business-type activities	7,712	
Depreciation and amortization expense	<u>(5,900,462)</u>	
Net adjustment		22,188,955

In the statement of activities, only the gain or loss on the sale of
capital assets is reported, whereas in the governmental funds the
proceeds from the sale increase financial resources. The change
in net position differs from the change in fund balances by the
net book value of assets disposed. (36,932)

Payment of accrued interest is an expenditure in the Governmental
funds, but is a reduction of accrued liabilities in the statement of
net position. (91,562)

The repayment of long-term debt consumes the current financial
resources of governmental funds. However, these transactions
do not have effect on net position of the governmental activities.
Governmental funds report the effect of debt discount when debt
is issued, whereas these amounts are deferred and amortized in the
statement of activities:

Debt retirement - principal paid	1,967,839
----------------------------------	-----------

Some expenses reported in the statement of activities are not
reported in the funds because they have no effect on current
financial resources:

Compensated absences	(213,031)	
Tax increment incentive	866,289	
Subscription liability	(2,928,613)	
Other postemployment benefits liability	151,333	
Pension expense	<u>(6,574,429)</u>	
Net adjustment		<u>(8,698,451)</u>

Change in Net Position of Governmental Activities \$ 14,987,614

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA
STATEMENT OF NET POSITION - ENTERPRISE FUNDS
SEPTEMBER 30, 2023

	Major Enterprise Funds			Total Enterprise Funds
	Water System Fund	Stormwater Fund	Building Fund	
Assets				
Current Assets				
Cash and cash equivalents	\$ 42,693,980	\$ 13,600,153	\$ 5,486,011	\$ 61,780,144
Investments	48,986,017	1,495,771	11,720,835	62,202,623
Accounts receivable, net	1,367,866	179,674	--	1,547,540
Advances from other funds	--	22,600	--	22,600
Inventory	659,908	--	--	659,908
Prepaid expenses	15,885	795	468	17,148
Total Current Assets	<u>93,723,656</u>	<u>15,298,993</u>	<u>17,207,314</u>	<u>126,229,963</u>
Noncurrent Assets				
Noncurrent receivables	3,316,668	--	--	3,316,668
Advances from other funds	4,364,713	--	--	4,364,713
Capital assets				
Land and improvements	458,616	110,507	--	569,123
Construction in progress	14,444,359	1,816,502	--	16,260,861
Water treatment systems	100,274,483	2,196,896	--	102,471,379
Buildings and improvements	9,192,703	62,797,771	--	71,990,474
Water distribution systems	153,675,458	--	--	153,675,458
Wells	28,911,273	--	--	28,911,273
Equipment and pumps	12,694,482	803,590	586,122	14,084,194
Meters	20,447,826	--	--	20,447,826
Subscription based IT arrangements	135,597	14,275	77,764	227,636
	<u>340,234,797</u>	<u>67,739,541</u>	<u>663,886</u>	<u>408,638,224</u>
Less accumulated depreciation and amortization	<u>(161,493,698)</u>	<u>(21,672,863)</u>	<u>(501,955)</u>	<u>(183,668,516)</u>
Total Capital Assets, Net	<u>178,741,099</u>	<u>46,066,678</u>	<u>161,931</u>	<u>224,969,708</u>
Total Noncurrent Assets	<u>186,422,480</u>	<u>46,066,678</u>	<u>161,931</u>	<u>232,651,089</u>
Total Assets	<u>280,146,136</u>	<u>61,365,671</u>	<u>17,369,245</u>	<u>358,881,052</u>
Deferred Outflows of Resources				
Deferred charges on refundings	89,179	--	--	89,179
Deferred amount related to OPEB	11,442	1,754	5,007	18,203
Deferred amount related to pensions	960,301	142,232	481,328	1,583,861
Total Deferred Outflows of Resources	<u>\$ 1,060,922</u>	<u>\$ 143,986</u>	<u>\$ 486,335</u>	<u>\$ 1,691,243</u>

(Continued)

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF NET POSITION - ENTERPRISE FUNDS (CONTINUED)

SEPTEMBER 30, 2023

	Major Enterprise Funds			Total
	Water System Fund	Stormwater Fund	Building Fund	Enterprise Funds
Liabilities				
Current Liabilities				
Accounts payable and retainage payable	\$ 2,260,814	\$ 266,074	\$ 135,139	\$ 2,662,027
Accrued liabilities	95,832	14,011	44,413	154,256
Compensated absences payable	88,016	22,039	34,844	144,899
Subscription liability	<u>50,158</u>	<u>4,613</u>	<u>31,470</u>	<u>86,241</u>
Total Current Liabilities	2,494,820	306,737	245,866	3,047,423
Noncurrent Liabilities				
Customer deposits	1,568,296	--	--	1,568,296
Other deposits	14,738	23,479	189,091	227,308
Unearned revenue	1,212,509	--	--	1,212,509
Compensated absences payable, net of current portion	525,097	131,484	207,876	864,457
Advances to other funds	--	4,364,713	--	4,364,713
Revenue bonds payable	9,538,000	--	--	9,538,000
Total OPEB liability	144,306	22,126	63,141	229,573
Net pension liability	5,069,353	750,831	2,540,892	8,361,076
Subscription liability, net of current portion	<u>33,246</u>	<u>4,757</u>	<u>13,974</u>	<u>51,977</u>
Total Noncurrent Liabilities	18,105,545	5,297,390	3,014,974	26,417,909
Total Liabilities	<u>20,600,365</u>	<u>5,604,127</u>	<u>3,260,840</u>	<u>29,465,332</u>
Deferred Inflows of Resources				
Deferred amount related to OPEB	227,553	34,890	99,565	362,008
Deferred amount related to pensions	<u>264,120</u>	<u>39,119</u>	<u>132,384</u>	<u>435,623</u>
Total Deferred Inflows of Resources	<u>491,673</u>	<u>74,009</u>	<u>231,949</u>	<u>797,631</u>
Net Position				
Net investment in capital assets	168,905,139	46,003,246	116,487	215,024,872
Unrestricted	<u>91,209,881</u>	<u>9,828,275</u>	<u>14,246,304</u>	<u>115,284,460</u>
Total Net Position	<u>\$260,115,020</u>	<u>\$ 55,831,521</u>	<u>\$ 14,362,791</u>	<u>\$ 330,309,332</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION ENTERPRISE FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Enterprise Funds			Total Enterprise Funds
	Water System Fund	Stormwater Fund	Building Fund	
Operating Revenues				
Charges for services	\$ 29,772,869	\$ 3,723,662	\$ --	\$ 33,496,531
Licenses and permits	--	--	5,226,536	5,226,536
Other fees and charges	456,868	37,024	650	494,542
Total Operating Revenues	<u>30,229,737</u>	<u>3,760,686</u>	<u>5,227,186</u>	<u>39,217,609</u>
Operating Expenses				
Personal services	6,554,198	1,171,237	3,307,576	11,033,011
General operating expenses	12,281,911	979,929	1,515,880	14,777,720
Depreciation/Amortization	6,755,094	956,618	58,948	7,770,660
Total Operating Expenses	<u>25,591,203</u>	<u>3,107,784</u>	<u>4,882,404</u>	<u>33,581,391</u>
Operating Income	<u>4,638,534</u>	<u>652,902</u>	<u>344,782</u>	<u>5,636,218</u>
Nonoperating Revenues (Expenses)				
Intergovernmental	20,466	248,169	--	268,635
Investment earnings	1,459,968	54,219	518,222	2,032,409
Miscellaneous revenues	166	--	--	166
Net change in fair value of investments	626,238	(21,163)	(1,291)	603,784
Gain/(loss) on sale of capital assets	8,005	20,868	(7,714)	21,159
Interest expense	(284,226)	(108,598)	(1,412)	(394,236)
Amortization expense - loss on refunding	(23,337)	--	--	(23,337)
Total Nonoperating Revenues (Expenses)	<u>1,807,280</u>	<u>193,495</u>	<u>507,805</u>	<u>2,508,580</u>
Income Before Capital Contributions and Transfers	6,445,814	846,397	852,587	8,144,798
Capital Contributions	1,324,063	--	--	1,324,063
Transfers	<u>528,832</u>	<u>1,990,904</u>	<u>(500,000)</u>	<u>2,019,736</u>
Change in Net Position	8,298,709	2,837,301	352,587	11,488,597
Net Position - Beginning	<u>251,816,311</u>	<u>52,994,220</u>	<u>14,010,204</u>	<u>318,820,735</u>
Net Position - Ending	<u>\$ 260,115,020</u>	<u>\$ 55,831,521</u>	<u>\$ 14,362,791</u>	<u>\$ 330,309,332</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA
STATEMENT OF CASH FLOWS - ENTERPRISE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Enterprise Funds			Total Enterprise Funds
	Water System Fund	Stormwater Fund	Building Fund	
Cash Flows From Operating Activities				
Cash received from customers	\$ 29,479,947	\$ 3,694,923	\$ 5,308,277	\$ 38,483,147
Cash paid to suppliers and contractors	(11,770,188)	(1,492,640)	(1,521,970)	(14,784,798)
Cash paid to employees	(6,242,410)	(977,037)	(2,837,900)	(10,057,347)
Cash received from others	457,034	37,024	650	494,708
Net Cash Provided By Operating Activities	<u>11,924,383</u>	<u>1,262,270</u>	<u>949,057</u>	<u>14,135,710</u>
Cash Flows From Noncapital Financing Activities				
Operating grants received	20,466	248,169	--	268,635
Transfers	528,832	1,990,904	(500,000)	2,019,736
Net Cash Provided By (Used In) Noncapital Financing Activities	<u>549,298</u>	<u>2,239,073</u>	<u>(500,000)</u>	<u>2,288,371</u>
Cash Flows From Capital and Related Financing Activities				
Capital contributions	1,503,273	--	--	1,503,273
Acquisition and construction of capital assets	(11,166,017)	(2,519,034)	(62,602)	(13,747,653)
Advance (from) to other fund	--	(22,600)	--	(22,600)
Repayment of advance from other fund	345,293	(345,293)	--	--
Principal paid on revenue bonds	(2,305,000)	--	--	(2,305,000)
Principal paid on subscription liability	(52,193)	(4,905)	(32,320)	(89,418)
Interest paid on long term-debt	(281,727)	(108,330)	--	(390,057)
Interest paid on subscriptions	(2,499)	(268)	(1,413)	(4,180)
Net Cash Used In Capital and Related Financing Activities	<u>(11,958,870)</u>	<u>(3,000,430)</u>	<u>(96,335)</u>	<u>(15,055,635)</u>
Cash Flows From Investing Activities				
Purchases of investments	(1,204,964)	(54,216)	(516,932)	(1,776,112)
Interest received	1,459,968	54,219	516,932	2,031,119
Net Cash Provided by Investing Activities	<u>255,004</u>	<u>3</u>	<u>--</u>	<u>255,007</u>
Net Increase in Cash and Cash Equivalents	769,815	500,916	352,722	1,623,453
Cash and Cash Equivalents - Beginning	<u>41,924,165</u>	<u>13,099,237</u>	<u>5,133,289</u>	<u>60,156,691</u>
Cash and Cash Equivalents - Ending	<u>\$ 42,693,980</u>	<u>\$ 13,600,153</u>	<u>\$ 5,486,011</u>	<u>\$ 61,780,144</u>

(Continued)

The notes to the financial statements are an integral part of this statement .

TOWN OF JUPITER, FLORIDA

STATEMENT OF CASH FLOWS - ENTERPRISE FUND (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Enterprise Funds			Total Enterprise Funds
	Water System Fund	Stormwater Fund	Building Fund	
Noncash Financing and Investing Activities				
Capital contributions	\$ 482,934	\$ --	\$ --	\$ 482,934
Change in fair value of investments	\$ 626,238	\$ (21,163)	\$ (1,291)	\$ 603,784
Subscription (right-of-use asset) initiation	\$ 135,597	\$ 14,275	\$ 77,764	\$ 227,636
Amortization of deferred charge on refunding	\$ (23,337)	\$ --	\$ --	\$ (23,337)
Reconciliation of Operating Income to Net Cash Provided By Operating Activities				
Operating income	\$ 4,638,534	\$ 652,902	\$ 344,782	\$ 5,636,218
Adjustments to reconcile operating income to net cash provided by operating activities				
operating activities				
Depreciation/amortization	6,755,094	956,618	58,948	7,770,660
Provision for doubtful accounts	(3,169)	(1,128)	--	(4,297)
Miscellaneous revenues	166	--	--	166
Changes in operating assets, liabilities and deferred inflows and outflows				
(Increase) decrease in:				
Accounts receivable	(207,642)	(27,611)	--	(235,253)
Interest receivable	15,420	--	--	15,420
Inventory	(198,473)	--	--	(198,473)
Prepaid expenses	64	(795)	(468)	(1,199)
Deferred outflows related to OPEB	786	(162)	(179)	445
Deferred outflows related to pensions	172,346	(3,551)	18,933	187,728
Increase (decrease) in:				
Accounts payable	720,866	(509,784)	(13,316)	197,766
Accrued expenses	(10,734)	(2,132)	7,694	(5,172)
Compensated absences	(34,432)	31,664	38,239	35,471
Deposits	(23,760)	--	81,741	57,981
Unearned revenue	(73,771)	--	--	(73,771)
Total OPEB liability	(4,621)	2,732	4,338	2,449
Net pension liability	306,471	167,664	437,251	911,386
Deferred inflows related to OPEB	(53,800)	(1,749)	(11,526)	(67,075)
Deferred inflows related to pensions	(74,962)	(2,398)	(17,380)	(94,740)
Net Cash Provided By Operating Activities	<u>\$ 11,924,383</u>	<u>\$ 1,262,270</u>	<u>\$ 949,057</u>	<u>\$ 14,135,710</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF FIDUCIARY NET POSITION - PENSION TRUST FUND

SEPTEMBER 30, 2023

	Municipal Police Officers' Retirement Trust Fund
Assets	
Investments	
Money market mutual funds	\$ 4,439,758
Certificates of deposit	806,401
U.S. Government securities	1,351,894
U.S. Government Agency securities	13,238,942
Corporate obligations	8,886,247
Asset-backed bonds	366,343
Equity securities	10,282,317
Equity mutual funds	32,528,298
Real estate investment trust index funds	2,672,327
Commingled real estate funds	5,517,222
International equity mutual funds	<u>13,893,134</u>
Total Investments	93,982,883
Receivables	
Accrued investment income	188,170
Pending trades receivable	<u>327,698</u>
Total Receivables	515,868
Prepaid Expense	<u>2,954</u>
Total Assets	94,501,705
Liabilities	
Accounts payable and accrued expenses	21,891
Pending trades payable	<u>191,712</u>
Total Liabilities	<u>213,603</u>
Net Position	
Restricted for pension benefits	<u><u>\$ 94,288,102</u></u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION - PENSION TRUST FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Municipal Police Officers' Retirement Trust Fund
Additions	
Contributions	
Town	\$ 2,271,218
State	996,558
Employee	<u>1,224,971</u>
Total Contributions	<u>4,492,747</u>
Investment Earnings	
Net appreciation in fair value of investments	6,146,588
Interest and dividends	<u>2,032,823</u>
Total Investment Earnings	8,179,411
Less Investment Expenses	<u>(273,576)</u>
Net Investment Earnings	7,905,835
Other income	<u>1,628</u>
Total Additions	12,400,210
Deductions	
Pension benefits	3,798,396
DROP distributions	1,558,691
Share distributions	49,040
Administrative expenses	<u>141,817</u>
Total Deductions	5,547,944
Change in Net Position	6,852,266
Net Position Restricted for Pension Benefits - Beginning	<u>87,435,836</u>
Net Position Restricted for Pension Benefits - Ending	<u><u>\$ 94,288,102</u></u>

The notes to the financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

REPORTING ENTITY

The Town of Jupiter, Florida (the “Town”), is a political subdivision of the State of Florida incorporated on February 9, 1925, under the authority of Chapter 165, Florida Statutes, and was established by House Bill 698, Laws of Florida, 1925. The Town is governed by five Councilors elected by residents of the Town. The accompanying financial statements present the Town and its blended component unit, a legally separate entity for which the Town is considered financially accountable.

The financial statements of the Town have been prepared in accordance with United States of America generally accepted accounting principles (“GAAP”) as applied to governmental units in accordance with the Government Accounting Standards Board (“GASB”) pronouncements. As defined by GAAP, the financial reporting entity consists of (a) the primary government, (b) organizations for which the primary government is financially accountable, and (c) other organizations for which the primary government is not accountable, but for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable.

BLENDED COMPONENT UNIT

The Jupiter Community Redevelopment Agency (the “CRA”) is a dependent special district established by the Town of Jupiter, Florida, under authority granted by Florida Statute 163, Section III. The CRA is included in the Town’s financial reporting entity as a blended component unit reported as a governmental (special revenue) fund, the Community Redevelopment Fund. The purpose of the CRA is to promote and guide the physical and economic development of approximately 400 acres along the Intracoastal Waterway in the Town of Jupiter. The CRA is a legally separate entity established by Ordinance number 60-01 of the Jupiter Town Council in December 2001. The governing body of the CRA consists of the Town Council and the Town handles the management and administration of the CRA’s financial matters. Separate audited financial statements are prepared for the CRA and can be obtained from the Town.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RELATED ORGANIZATION

The Northern Riverwalk Community Development District (the “NRCDD”) was created on May 19, 2009 by Ordinance 1-09 of the Town of Jupiter, Florida, pursuant to the Florida Uniform Community Development District Act of 1980. The NRCDD was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for development within the NRCDD. The NRCDD is governed by a Board of Supervisors (the “Board”), which is composed of five members elected by the owners of the property within the NRCDD. The Town does not approve budgets, retain any financial interest or have any obligation for debt and cannot impose its will on the NRCDD. Accordingly, the NRCDD is not included in the Town’s financial reporting entity.

Government-wide Financial Statements: The government-wide financial statements consist of the Statement of Net Position and the Statement of Activities and report information on all non-fiduciary activities of the Town and its component unit. These financial statements include separate columns for the *governmental activities*, which are normally supported by taxes and intergovernmental revenue, and *business-type activities*, which rely primarily on fees and charges for support. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the Town’s enterprise funds operations and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. All internal balances in the Statement of Net Position have been eliminated, except those representing balances between the governmental activities and business-type activities, which are presented as internal balances and eliminated in the Total Column. In the Statement of Activities, all interfund transactions have been eliminated, except for charges between the Town’s governmental activities and business-type activities.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or identifiable activity is offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or identifiable activity. Program revenue includes three categories of transactions: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; (2) operating grants and contributions; and, (3) capital grants and contributions. Taxes and other items not meeting the definition of program revenue are reported as general revenue. The Town does not allocate indirect costs, however, an administrative service fee is charged by the General Fund to recover the direct costs of General Fund services provided (such as finance, legal, human resources, information systems, etc.).

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FUND FINANCIAL STATEMENTS

The underlying accounting system of the Town is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures or expenses, as appropriate.

Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The funds used by the Town are classified into three categories: governmental, proprietary and fiduciary. Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The Town's major governmental funds and enterprise funds are reported as separate columns in the fund financial statements.

- **Governmental Fund Financial Statements** – Governmental Fund Financial Statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances for all major governmental funds and nonmajor funds in the aggregate. An accompanying schedule is presented to reconcile and explain the differences in fund balances and changes in fund balances as presented in these statements, to the net position and changes in net position presented in the government-wide financial statements. The Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Community Redevelopment Fund* accounts for the economic development activities of the Jupiter Community Redevelopment Agency, whose primary restricted revenue source is from tax increment revenue.

The *American Rescue Plan Fund* accounts for the restricted revenues and expenditures associated with the Coronavirus State and Local Fiscal Recovery Funds established by the American Rescue Plan Act ("ARPA").

The *Capital Improvements Fund* accounts for the purchase and construction of major capital facilities and projects included in the Town's adopted five year Community Investment Program which is funded primarily by ad valorem property tax revenue.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FUND FINANCIAL STATEMENTS (CONTINUED)

- **Proprietary Fund Financial Statements** – Proprietary Fund Financial Statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows. The Town reports the following major proprietary funds:

The *Water System Fund* accounts for operations of the Town’s water utility system.

The *Stormwater Fund* accounts for operations of the Town’s stormwater collection, treatment and disposal system.

The *Building Fund* accounts for operations of the Town’s building department.

- **Fiduciary Fund Financial Statements** – Fiduciary Fund Financial Statements include a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position. The Town’s only Fiduciary Fund is a pension trust fund. Since by definition these assets are being held for the benefit of third parties (pension participants) and cannot be used to finance activities or obligations of the government, these funds are not included in the government-wide financial statements. The only Fiduciary Fund of the Town is as follows:

The *Municipal Police Officers’ Retirement Trust Fund* (“MPORT”) is used to account for assets held in a trustee capacity for the retirement pensions of all permanent, full-time Town police officers.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Financial reporting is based upon all pronouncements of GASB. The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenue is recognized when earned and expenses are recognized when incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all-purpose restrictions imposed by the provider have been met.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING (CONTINUED)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenue is recognized in the period in which it becomes both measurable and available. Revenue is considered to be available when it is collectible within the current period or soon enough thereafter to pay liabilities of the current period. The Town considers revenue to be available if it is collected within 60 days of the end of the current fiscal year. Property taxes are recognized as revenue in the year for which they are levied. Expenditures are generally recognized in the accounting period in which the fund liability is incurred, except for principal and interest on general long-term debt, which is recognized when due. Intergovernmental revenue, franchise fees, charges for services and investment income are all considered susceptible to accrual and so have been recognized when due as revenue in the current fiscal year. All other revenue items are considered to be measurable and available only when received in cash by the Town.

Proprietary fund financial statements distinguish operating revenue and expenses from nonoperating items. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. The proprietary funds also recognize as operating revenue the portion of connection fees intended to recover the cost of connecting new customers to the water system. Operating expenses for the proprietary funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Town's defined benefit pension plan and Florida Retirement System and the additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the Town's defined benefit pension plan and the Florida Retirement System. Pension benefit payments (including refunds of employee contributions) and other postemployment benefits ("OPEB") benefit payments for the Town's OPEB plan are recognized when due and payable in accordance with the benefit terms.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PROPERTY TAXES

Ad valorem property taxes are assessed on property valuations as of January 1st and levied the following October 1st. Taxes are due by March 31st and become delinquent on April 1st, when liens are filed against the subject property. Ad valorem taxes are assessed by the Palm Beach County Property Appraiser and collected by the Palm Beach County Tax Collector, which remits the taxes to the Town. Revenue is recognized at the time the taxes are received from Palm Beach County. Pursuant to Florida law, the Palm Beach County Tax Collector advertises and sells tax certificates on all real property for which there are unpaid, delinquent taxes. Accordingly, the Town has no property taxes receivable at September 30, 2023.

Tax revenues are generated by a millage rate set annually by the Town Council with a legal limit of 10 mills (\$10.00 per \$1,000 of taxable property value). The Town contracts fire rescue services to Palm Beach County Fire Rescue MSTU (municipal services taxing unit), which levies a separate tax on Town property owners of 1.8713 mills. The Palm Beach County Fire Rescue MSTU millage rate is deducted from the Town's legal millage rate cap of 10 mills, thereby reducing the Town's millage rate cap to 8.212.

During 2007, the Florida Legislature passed property tax reform legislation limiting the property tax levies of local governments in the State of Florida. Local governments that adopt a property tax levy in excess of the limit under State law will lose their Half-Cent Sales Tax distribution from the State for the succeeding twelve months. The State law allows local governments to adopt a millage rate based on the following approval of the governing body: (1) a majority vote to adopt a rate equal to the adjusted current year rolled-back millage rate plus an adjustment for growth in per capita Florida personal income; (2) a two-thirds vote to adopt a rate equal to the adjusted current year roll back millage rate plus 10%; or (3) any millage rate approved by unanimous vote or referendum. For the fiscal year ended September 30, 2023, the Town maintained a flat millage rate of 2.4633, which was less than the maximum tax rate permitted. This millage rate resulted in a total tax levy, including the CRA, of \$36,839,038 for 2023, representing a 12.35% increase over the property tax levy for 2022. Future property tax growth is limited to the annual growth rate of per capita personal income plus the value of new construction.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of petty cash, deposits with financial institutions in interest and non-interest bearing checking accounts and money market accounts and money market mutual funds. The Town considers all highly liquid investments with original maturities of ninety days or less to be cash equivalents. Money market mutual funds held by MPORT are considered part of the long-term investment portfolio.

INVESTMENTS

The Town's investments consist of intergovernmental investment pools, certificate of deposits, equity mutual funds and the Florida PRIME fund. Intergovernmental investment pools and equity mutual funds are reported at fair value. Investments in Florida PRIME, money market mutual funds and certificates of deposit are reported at amortized cost. Negotiable certificates of deposit in the Pension Fund, U.S. Government and Agency securities, asset-backed bonds, domestic and foreign equity and debt securities, equity mutual funds, REIT index funds and commingled real estate funds reported at fair value. Florida Cooperative Liquid Assets Securities System ("FLCLASS") and Florida Local Government Investment Trust ("FLTRUST") (2a7-like external investment pools) are measure at net asset value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Investments are measured at fair value on a recurring basis.

ACCOUNTS RECEIVABLE

General government accounts receivable includes State shared revenues and charges for miscellaneous services. Accounts receivable reported in the Proprietary Funds represent amounts due for water and stormwater services from utility customers and building related fees due from developers and individuals, generally all of whom are local businesses and residents. Noncurrent receivables in the Water System Fund include amounts due from developers for connection fees and guaranteed revenues that are payable when connections are made to the utility system. Utility customers pay a cash deposit to the Town as collateral for future charges for services. The Town does not require collateral for other accounts receivable. Accounts receivable are reported net of an allowance for uncollectible accounts determined based on the age of the individual receivable, with age categories ranging from 21 days past due to several years past due. Generally, the allowance includes accounts over 120 days past due. Accounts receivable are written off on an individual basis in the year the Town deems them uncollectible.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INTERNAL BALANCES

Amounts reported in the fund financial statements as interfund receivables and payables are eliminated in the government-wide governmental and business-type activities columns of the statement of net position, except for any residual amount, which is presented as internal balances.

INVENTORY

Inventory recorded in the General Fund represents fuel and oil and inventory in the Water System Fund represent parts, materials and supplies in storage at year end. Inventory is valued at cost (first-in/first-out) and is recorded under the consumption method which records inventory as expenditures when used. Reported amounts in governmental funds are equally offset by nonspendable fund balance in the fund financial statements, which indicates that these amounts do not constitute “available spendable resources” even though they are a component of current assets.

PREPAID ITEMS/EXPENSES

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items/expenses under the consumption method. Reported amounts in governmental funds are equally offset by nonspendable fund balance in the fund financial statements, which indicates that these amounts do not constitute “available spendable resources” even though they are a component of current assets.

RESTRICTED ASSETS

Certain cash equivalents and investments of the General Fund are restricted for land acquisition and economic development. Restricted resources are used first to fund expenditures incurred for restricted purposes.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CAPITAL ASSETS

The Town reports all capital assets, including infrastructure assets (roads, sidewalks and similar items), in the government-wide statement of net position. Capital assets are defined by the Town as assets with an estimated useful life in excess of one year and an initial, individual cost of more than \$5,000, or software with an individual cost of more than \$25,000. Capital assets are recorded at cost or, if donated, at acquisition value at the date of donation. Expenses which materially extend the useful life of existing assets are capitalized. Costs for professional services associated with the acquisition and construction of enterprise fund capital assets are capitalized. Interest cost was capitalized on enterprise fund capital assets during the construction period prior to the adoption of GASB Statement No. 89 in fiscal year 2018. The cost of capital assets sold or retired is removed from the accounts and any resulting gain or loss is included in the change in net position. Depreciation is computed using the straight-line method over the estimated useful lives of all reported capital assets, except land. Estimated useful lives assigned to categories of assets are as follows:

Buildings and plant	5-70 years
Improvements	15-70 years
Equipment and vehicles	5-20 years
Infrastructure	7-25 years

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The Town has entered into contracts that convey control of the right to use information technology software and has recorded subscription-based information technology arrangements (“SBITA”) assets and liabilities as a result of implementing GASB Statement No. 96. The SBITA assets are initially measured at an amount equal to the initial measurement of the related SBITA liability plus any SBITA payments made prior to the subscription term, less SBITA incentives, plus any ancillary charges necessary to place the SBITA into service. Subsequently, the SBITA liability is reduced by the principal portion of payments made. The SBITA assets are amortized on a straight-line basis over the life of the related contract.

The cost of normal maintenance and repairs that do not add to the value of the assets or material extend the asset lives are not capitalized and are expense as incurred. The Town monitors changes in circumstances that would require a remeasurement of its SBITA’s and will do so if certain changes occur that would be expected to significantly affect the amount of the lease liability.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (CONTINUED)

SBITA assets are reported with other capital assets and SBITA lease liabilities are reported with long-term debt on the statement of net position of the government-wide financial statements and in the proprietary fund financial statements.

UNEARNED/UNAVAILABLE REVENUES

Unearned revenue in the governmental activities and unavailable revenues (a deferred inflow of resources) in the governmental funds include amounts received in advance of the related services being provided by the Town and earned interest income that is not currently due. Unearned revenue in the business-type activities and enterprise funds includes utility payments from customers and other amounts received in advance of the related services being provided by the Town.

COMPENSATED ABSENCES

The Town records accumulated, unpaid vacation, sick and compensatory pay in the enterprise funds as a fund liability. The liability for compensated absences attributable to the Town's governmental funds is recorded only in the government-wide financial statements. The liability for compensated absences of both the governmental and enterprise funds includes related payroll taxes and benefits. Employees may accumulate up to forty days' vacation leave. Employees accrue sick leave at the rate of eight hours per month until retirement or termination, at which time they are paid for up to 50% of their unused sick leave, based on their length of service with the Town. Accordingly, the Town accrues up to 50% of eligible, unused sick leave and related payroll taxes and benefits in the year earned. The Town records compensatory time and related payroll taxes and benefits in the year earned.

NONCURRENT OBLIGATIONS

In the government-wide financial statements and enterprise fund financial statements, long-term debt and other noncurrent obligations are reported as liabilities in the applicable governmental activities, business-type activities, or enterprise fund statement of net position. Long-term debt is reported net of applicable premium or discount. Debt discount and premium in the government-wide financial statements and enterprise funds are amortized using the straight-line method, which approximates the effective interest method, and are charged against operations over the term of the debt issues.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

NONCURRENT OBLIGATIONS (CONTINUED)

Unamortized debt discount and premium is presented as a reduction of or addition to long-term debt payable. There was no unamortized debt discounts or premiums as of fiscal year ended September 30, 2023. Issuance costs of debt are reported as current period expenses.

In the fund financial statements, governmental fund types recognize debt premiums and discounts, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets and liabilities, the government-wide Statement of Net Position and the governmental funds Balance Sheet report a separate section for deferred outflows or deferred inflows of resources. The separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The Town reports deferred charges on refundings as deferred outflows of resources on the government-wide and enterprise funds Statement of Net Position. The deferred charges on refundings were losses resulting from the difference in the carrying value of refunded debt and its reacquisition price. The amounts are deferred and amortized over the shorter of the life of the refunded or refunding debt. A deferred outflow of resources related to OPEB and pensions results from differences between expected and actual experience and investment earnings, changes in assumptions, Town pension contributions after the pension plan measurement date but prior to the Town's year end or other inputs. The amounts are deferred and amortized to OPEB and pension expense in a systematic and rational manner over a period equal to the average expected remaining service lives of employees that are provided with benefits through the OPEB and pension plans, including inactive employees.

The separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenues) until that time. The Town's deferred inflows reported on the government-wide and enterprise funds Statement of Net Position are related to its pension and OPEB liabilities. The deferred inflow of resources related to pensions and OPEB results from differences between expected and actual experience and investment earnings, changes in assumptions, changes in proportion and differences between Town contributions and proportionate share of contributions or other inputs. These amounts are deferred and amortized to pension and OPEB expense in the same manner as deferred outflows related to

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES (CONTINUED)

pensions and OPEB, respectively. The Town also has one item, unavailable revenue, which arises only under the modified accrual basis of accounting and is reported as a deferred inflow of resources on the governmental funds Balance Sheet. The unavailable revenue result from amounts received in advance for business licenses and earned interest income that is not currently due in the General Fund and a note receivable in the Community Redevelopment Fund that will be earned in future years as services are provided. These amounts are deferred and recognized as an inflow of resources in the year that the amounts become available.

NET POSITION/FUND BALANCE

The government-wide and enterprise fund financial statements utilize a net position presentation. Net position is categorized as follows:

Net Investment in Capital Assets

This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balance of any bonds, mortgages, notes or other borrowings and deferred inflows/outflows that are attributable to the acquisition, construction, or improvement of those assets and retainage payable. If there are significant unspent related debt proceeds at year end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of *Net Investment in Capital Assets*. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted

This component of net position consists of constraints placed on the use of net position by external restrictions imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted

This component of net position consists of net position that does not meet the definition of Net Investment in Capital Assets or Restricted Net Position.

Fund Balance

In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the Town is legally bound to honor the specific purposes for which amounts in fund balance may be spent. The fund balance classifications are summarized as follows:

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

NET POSITION/FUND BALANCE (CONTINUED)

Fund Balance (continued)

Nonspendable

Nonspendable fund balances include amounts that cannot be spent because they are either (1) not in spendable form; or (2) legally or contractually required to be maintained intact.

Restricted

Restricted fund balances include amounts that are restricted to specific purposes either by (1) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments; or (2) imposed by law through constitutional provisions or enabling legislation.

Committed

Committed fund balances include amounts that can only be used for specific purposes pursuant to constraints imposed by the Town Council through an ordinance or resolution, which have equal authority and are the highest level of decision making authority. The Town had no committed fund balances.

Assigned

Assigned fund balances include amounts that are constrained by the Town's intent to be used for specific purposes but are neither restricted nor committed. Assignments of fund balance are made by the Town Manager or Finance Director based upon authority provided in a Resolution adopted by the Town Council or in the Town's annual budget.

Unassigned

Unassigned fund balance includes General Fund amounts that have not been restricted, committed, or assigned to specific purposes.

The Town considers restricted fund balance to be spent when an expenditure is incurred for the restricted purpose. The Town considers committed, assigned or unassigned fund balance to be spent when an expenditure is incurred for purposes for which amounts in any of those fund balance classifications could be used.

Minimum Fund Balance Policy

The Town Council has not adopted a formal minimum fund balance policy. Generally, the Town strives to maintain sufficient unassigned General Fund balance to provide liquidity in the event of a budget shortfall or natural disaster.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ON-BEHALF PAYMENTS

In accordance with U.S. generally accepted accounting principles, on-behalf payments of \$996,558 received by the Town from the State of Florida for the benefit of the MPORT for the fiscal year ended September 30, 2023, have been recognized as intergovernmental revenue in the General Fund. The expenditure for the MPORT pension was recorded in the General Fund as Police Department personal services.

INTERFUND TRANSACTIONS

Transactions between funds during the year consist of loans, services provided, reimbursements or transfers. Loans are reported as Advances from Other Funds and Advances to Other Funds and are subject to elimination in the government-wide financial statements. Services, deemed to be reasonably equivalent in value, are treated as revenue and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are presented as transfers. Transfers between the governmental and business-type activities are eliminated in the government-wide financial statements.

IMPLEMENTATION OF NEW GASB STATEMENTS

The Town considered the new accounting standards which effective dates are applicable for the fiscal year ended September 30, 2023.

As of October 1, 2023, the Town adopted GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. The objective of the Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for a SBITA by governments. The disclosures will allow users to understand the scale and important aspects of a government's SBITA activities and evaluate a government's obligations and assets resulting from SBITAs. The impact to the Town resulted in the reporting of subscription assets and subscription liabilities related its SBITAs. The result of these changes had no effect on beginning net position.

The implementation of GASB Statement No. 91, *Conduit Debt Obligations*, GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, and GASB Statement No. 99, *Omnibus 2022*, which did not have a significant impact on the Town's financial statements.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

GRANTS

Amounts received or receivable from grantor agencies are subject to audit and adjustment by those agencies. Any disallowed claims, including amounts already received in prior years, may constitute a liability of the Town for the return of those funds.

USE OF ESTIMATES

Management uses estimates and assumptions in preparing financial statements in accordance with U.S. generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets, liabilities, and deferred inflows/outflows, the disclosure of contingent assets and liabilities, and the reported revenues and expenditures. Actual results could vary from the estimates that were used.

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS

At September 30, 2023, the Town's cash and cash equivalents included petty cash of \$6,758 and deposits in demand deposit accounts of \$132,204,851. The demand deposit accounts of \$132,204,851 are held by financial institutions that comply with the requirements of Florida Statutes and have been designated as a qualified public depository by the State Treasurer of Florida. Qualified public depositories are required to pledge collateral to the State Treasurer with a fair value equal to a percentage of the average daily balance of all government deposits in excess of any federal deposit insurance. In the event of a default by a qualified public depository, all claims for government deposits would be satisfied by the State Treasurer from the proceeds of federal deposit insurance, pledged collateral of the public depository in default and, if necessary, a pro rata assessment to the other qualified public depositories in the collateral pool. Accordingly, all deposits with qualified public depositories are considered fully insured or collateralized in accordance with the provisions of GASB Statements.

The MPORT's money market mutual fund of \$4,439,758, was held by the counterparty (securities brokers) in the name of the Town or MPORT, as applicable, but were not otherwise collateralized or secured. The money market mutual funds are reported at amortized cost.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

Investments: Town ordinances authorize the Town to invest in the Florida PRIME external investment pool administered by the State Board of Administration (“SBA”); governmental investment pools authorized under Florida Statutes Section 163; direct obligations of or obligations unconditionally guaranteed by the U.S. Government; obligations of U.S. Government Agencies and Instrumentalities; interest bearing time deposits or savings accounts in State qualified public depositories; obligations of the Federal Farm Credit Banks, Federal Home Loan Mortgage Corporation, Federal Home Loan Bank, or obligations guaranteed by the Government National Mortgage Association; obligations of Fannie Mae; the Florida Municipal Investment Trust; state and local tax-exempt debt securities; floating rate securities, money market mutual funds and repurchase agreements invested exclusively in obligations of the U.S. Government and its Agencies and Instrumentalities; and, investments specifically authorized by Town ordinance or resolution. The Town’s investment policy prohibits investing in equity securities, derivative investments and cash accounts not held by a qualified public depository.

The MPORT is authorized to invest in the same investments as the Town, bonds issued by the State of Israel and bonds, stocks or other evidence of equity or indebtedness issued or guaranteed by a corporation organized under the laws of the United States or organized territory of the United States, or the District of Columbia, provided that the corporation is listed on any one or more of the recognized national stock exchanges and, in the case of bonds only, holds an investment grade rating by a major rating service at the time of purchase. Additionally, the MPORT Board of Trustees may not invest more than twenty-five percent of MPORT assets in foreign securities, nor more than five percent of its assets in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent of the outstanding capital stock of that company, nor shall the aggregate of these investments exceed seventy percent of the fund’s assets.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

The investments of the Town and MPORT at September 30, 2023 are summarized as follows:

	Town	Pension Trust	Total
Florida PRIME	\$ 44,741,237	\$ --	\$ 44,741,237
Certificates of deposit (\$1,176,366 pledged - Note 13)	1,176,366	806,401	1,982,767
Money market mutual funds	--	4,439,758	4,439,758
Florida intergovernmental investment pool			
(FLCLASS)	11,590,398	--	11,590,398
(FLTRUST)	21,203,015	--	21,203,015
U.S. Government securities	--	1,351,894	1,351,894
U.S. Government Agency securities	--	13,238,942	13,238,942
Corporate obligations	--	8,886,247	8,886,247
Asset-backed bonds	--	366,343	366,343
Equity securities	--	10,282,317	10,282,317
Equity mutual funds	38,673,331	32,528,298	71,201,629
REIT index funds	--	2,672,327	2,672,327
Commingled real estate funds	--	5,517,222	5,517,222
International equity mutual funds	--	13,893,134	13,893,134
	<u> </u>	<u> </u>	<u> </u>
Total Investments	<u><u>\$ 117,384,347</u></u>	<u><u>\$ 93,982,883</u></u>	<u><u>\$ 211,367,230</u></u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

The total cash and cash equivalents and investments of the Town and MPORT are reported as follows:

	Town	Pension Trust	Total
Reported in the financial statements as:			
Cash and cash equivalents	\$ 131,870,040	\$ --	\$ 131,870,040
Restricted cash and cash equivalents	<u>341,569</u>	<u>--</u>	<u>341,569</u>
Total cash and cash equivalents	<u>132,211,609</u>	<u>--</u>	<u>132,211,609</u>
Investments	116,207,981	93,982,883	210,190,864
Restricted investments	<u>1,176,366</u>	<u>--</u>	<u>1,176,366</u>
Total Investments	<u>117,384,347</u>	<u>93,982,883</u>	<u>211,367,230</u>
Total Cash, Cash Equivalents and Investments	<u>\$ 249,595,956</u>	<u>\$ 93,982,883</u>	<u>\$ 343,578,839</u>

The Town's investment securities are held by the counterparty (securities broker) in the Town's name but are not otherwise collateralized or insured. The MPORT investment securities are held in custodial safekeeping accounts.

Florida PRIME consists of equity in an external investment pool administered by the State of Florida pursuant to statutory requirements and operated in a manner consistent with SEC Rule 2a7 of the Investment Company Act of 1940. Rule 2a7 allows SEC registered mutual funds to use amortized cost, rather than fair value, to report net position used to compute share prices if certain conditions are met.

Those conditions include restrictions on the types of investments held, restrictions on the term-to-maturity of individual investments and the dollar-weighted average of the portfolio, requirements for portfolio diversification, and requirements for divestiture considerations in the event of security downgrades and defaults, and required actions if the fair value of the portfolio deviates from amortized cost by a specified amount. The fair value of the position in the pool is considered to be the same as the Town's account balance (amortized cost) in the pool. The Town may withdraw funds from Florida PRIME on an overnight basis, generally without limitation or imposition of fees.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

The Florida intergovernmental investment pool consists of FLCLASS and FLTRUST. FLCLASS and FLTRUST are organized under Florida Statutes Section 163, the Florida Interlocal Cooperation Act, by Florida public agencies for the purpose of operating an independent investment pool for local governments in Florida and is administered by a Board of Trustees elected by the participants in the pool. FLCLASS and FLTRUST are operated in a manner consistent with SEC Rule 2a7 of the Investment Company Act of 1940. FLCLASS and FLTRUST are measured at net asset value. The Town may withdraw funds from FLCLASS and FLTRUST on an overnight basis, generally without limitation or imposition of fees.

FAIR VALUE OF INVESTMENTS

The Town follows the provisions of GASB Statement No. 72, *Fair Value Measurement and Application*, which establishes a framework for measuring the fair value of investments in a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under GASB Statement No. 72 are described below:

Level 1

Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets that the Town has the ability to access at the measurement date.

Level 2

Inputs to the valuation methodology include the following:

- Quoted prices for similar assets in active markets.
- Quoted prices for identical or similar assets in inactive markets.
- Inputs other than quoted prices that are observable for the assets.
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset has a specified contractual term, the Level 2 input must be observable for substantially the full term of the asset.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Level 3

Inputs to the valuation methodology are unobservable and significant to the fair value measurement. These unobservable inputs reflect the Town's own estimates for assumptions that market participants would use in pricing the asset or liability. Valuation techniques would typically include discounted cash flow models and similar techniques, but may also include the use of market prices of assets that are not directly comparable to the subject asset. The Town does not have any investments categorized as Level 3.

The fair value measurement of an asset within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The categorization of an investment within the fair value hierarchy is based upon the pricing transparency of the investment and does not necessarily correspond to the Town's perceived risk of that investment.

Valuation Methodologies

The following valuation methods and assumptions were used by the Town and MPORT in estimating the fair value of financial instruments that are measured at fair value on a recurring basis under GASB Statement No. 72:

Equity securities and REIT index funds: Valued at the closing price reported on the active exchange on which the individual securities are traded.

Equity mutual funds: Valued at the net asset value reported on the active exchange on which the funds are traded.

U.S. Government and U.S. Government Agency securities, negotiable certificates of deposit, tax-exempt state and local debt securities, corporate obligations, and asset-backed bonds: Valued at the closing price reported on the national exchange on which the individual securities are actively traded. Securities that are not actively traded are valued by the investment custodian using a matrix pricing technique based on the securities' relationship to quoted benchmark prices.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Valuation Methodologies (continued)

Investments measured at net asset value (“NAV”): Certain investments are valued at the unadjusted NAV per share, calculated at September 30, 2023 in a manner consistent with the Financial Accounting Standard Board’s measurement principles for investment companies based on the fair value of the underlying fund investments, as determined by the fund manager. Real estate values may be based upon independent appraisals performed for assets held by the fund or may be estimated by the fund manager. The fair value of real estate is the price that would be received if the asset was sold to a market participant assuming the highest and best use of each asset at September 30, 2023.

The methods and assumptions described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Town and MPORT believe their valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date. There were no changes in the methods and assumptions used for the fiscal year ended September 30, 2023.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Fair Value of Investments

The financial assets measured at fair value on a recurring basis include the Town's investments. There were no liabilities measured at fair value on a recurring basis at September 30, 2023. The Town's and MPORT's investments at September 30, 2023 are summarized as follows:

	Reported Value	Level 1	Level 2	Level 3
Debt Investments				
U.S. Government securities	\$ 1,351,894	\$ 1,351,894	\$ --	\$ --
U.S. Government Agencies	13,238,942	--	13,238,942	--
Certificates of deposit	806,401	806,401	--	--
Corporate Obligations	8,886,247	--	8,886,247	--
Asset-backed bonds	366,343	--	366,343	--
			--	
Total Debt Securities	<u>24,649,827</u>	<u>2,158,295</u>	<u>22,491,532</u>	<u>--</u>
Equity Investments				
Equity securities	10,282,317	10,282,317	--	--
Equity mutual funds	71,201,629	71,201,629	--	--
REIT index funds	2,672,327	2,672,327	--	--
International equity mutual funds	13,893,134	13,893,134	--	--
Total Equity Securities	<u>98,049,407</u>	<u>98,049,407</u>	<u>--</u>	<u>--</u>
Total Investments at Fair Value	<u>122,699,234</u>	<u>\$ 100,207,702</u>	<u>\$ 22,491,532</u>	<u>\$ --</u>
Investment Measured at NAV				
Commingled real estate funds	5,517,222			
Florida intergovernmental investment pools				
FLTRUST	21,203,015			
FLCLASS	11,590,398			
Investments measured at amortized cost				
Florida PRIME	44,741,237			
Certificates of deposit	1,176,366			
Money market mutual funds	<u>4,439,758</u>			
Total Investments	<u>\$ 211,367,230</u>			

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

The following table summarized investments for which fair value is measured using the net asset value per share practical expedient, including their related unfunded commitments and redemption restrictions:

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Real estate fund (1)	\$ 5,517,222	\$ --	Quarterly	10 days
FLTRUST (2)	21,203,015	--	Daily	Same day
FLCLASS (3)	11,590,398	--	Daily	Same day
Total	<u>\$ 38,310,635</u>	<u>\$ --</u>		

(1) Real estate fund: The fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 10 days prior to quarter end.

(2) FLTRUST: The fund is designed to invest in short-to-intermediate securities and have returns generally greater than the national average for money market instruments.

(3) FLCLASS: The fund invests in high-quality short-to-medium securities chosen to provide safety and liquidity while prioritizing investment earnings.

CUSTODIAL CREDIT RISK

Custodial credit risk is defined as the risk that the Town may not recover cash and investments held by another party in the event of a financial failure. The Town's investment policy requires investments to be held in third party custodial safekeeping accounts in the name of the Town. At September 30, 2023, all Town investments were held in custodial safekeeping accounts in the name of the Town or MPORT.

FOREIGN CURRENCY RISK

Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. MPORT had \$13,893,134 invested in U.S. dollar denominated international equity mutual funds and \$1,267,697 in foreign bonds at September 30, 2023. All investments are denominated in U.S. dollars, therefore no foreign currency risk exists.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

INTEREST RATE RISK

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment in debt securities. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. Town policy requires at least 30% of the investment portfolio to mature within one year; no more than 10% may mature in more than five years; and, no investment may have a maturity of more than 15 years. The MPORT investment policy does not limit investment maturities. At September 30, 2023, Florida PRIME had a weighted average maturity of 75 days, FLCLASS had a weighted average maturity of 69 days, FLTRUST has a weighted average maturity of 1.6 years and the money market mutual funds had a weighted average maturity of less than 90 days. The following table summarizes the scheduled maturities of debt securities of the Town and MPORT at September 30, 2023.

	Fair Value of Investment Maturities			
	Less Than One Year	One to Five Years	Six to Ten Years	More Than Ten Years
Debt Securities				
U.S. Government securities	\$ --	\$ 261,823	\$ 132,006	\$ 958,065
U.S. Government Agency securities	--	312,783	2,669,852	10,256,307
Certificates of deposit	--	806,401	--	--
Corporate obligations	--	3,158,368	1,588,356	2,871,826
Foreign Bonds	--	287,667	514,382	465,648
Asset-backed bonds	--	102,465	42,099	221,779
Total	<u>\$ --</u>	<u>\$ 4,929,507</u>	<u>\$ 4,946,695</u>	<u>\$ 14,773,625</u>

CREDIT RISK

Credit risk is the risk that a debt issuer will not fulfill its obligations. The Town's investment policy requires that investments in debt securities, Florida PRIME and money market mutual funds be rated in one of the top two investment grades by a Nationally Recognized Statistical Rating Organization ("NRSRO") and the MPORT requires an investment grade rating (BBB or higher) by an NRSRO when purchased. The MPORT utilizes ratings from Standard and Poor's and Moody's Investor Services for investments.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

CREDIT RISK (CONTINUED)

Florida PRIME, FLCLASS, FLTRUST and the money market mutual funds owned by the Town and MPORT are rated AAAM. The NRSRO ratings for the investment securities of the Town and MPORT at September 30, 2023, are summarized as follows:

Investment Type	NRSRO Rating	Fair Value
U.S. Government securities	AA+	\$ 1,351,894
U.S. Government Agency securities	AA+	13,238,942
Negotiable certificates of deposit	AA+	806,401
Corporate obligations	AAA - BBB	8,886,247
Asset-backed bonds	AAA	366,343
Total		<u>\$ 24,649,827</u>

CONCENTRATION OF CREDIT RISK

Concentration of credit risk is defined as the risk of loss attributed to the magnitude of an investment in a single issuer. The Town's investment policy limits investments held by any single financial institution to a maximum of 50% of the total cost of the investment portfolio, excluding securities held under a third party safekeeping agreement. In the MPORT, securities of a single issuer are limited to no more than 5% of the net position of the pension fund invested in common stocks and debt securities. Investments in mutual funds and money market accounts are excluded from the concentration of credit risk disclosure requirement. At September 30, 2023, the MPORT had investments in the following mutual funds that represented more than 5% of the Plan's total investments: Fidelity Mid Cap Index Fund (11.8%), American Euro Pacific Growth Fund (14.7%), SPDR Bloomberg Convertible Fund (5.0%), Fidelity Large Cap Value Index Fund (6.2%) and Fidelity Large Cap Growth Index Fund (6.7%) and an investment in a real estate fund with ARA Core Property Fund (5.9%).

RISKS AND UNCERTAINTIES

The investments of the Town and MPORT include securities, mutual funds and other investments which are exposed to various risks. Due to the level of risk associated with certain investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying financial statements. The value, liquidity, and

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

RISK AND UNCERTAINTIES (CONTINUED)

related income of certain securities with contractual cash flows, such as asset-backed securities, collateralized mortgage obligations, commercial mortgage-backed securities and real estate funds or pooled funds investing in these securities or entities, are particularly sensitive to changes in economic conditions, including real estate value, delinquencies or defaults, or both, and may be adversely affected by shifts in the market's perception of the issuers and changes in interest rates.

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable and allowance for uncollectible accounts at September 30, 2023 consist of the following:

	Gross Accounts Receivable	Allowance For Doubtful Accounts	Net Receivable
Governmental Activities / Funds			
General Fund - Accounts	\$ 2,540,035	\$ (6,136)	\$ 2,533,899
Capital Improvement	<u>2,112</u>	<u>--</u>	<u>2,112</u>
Total Governmental Activities / Funds	2,542,147	(6,136)	2,536,011
Business-type Activities / Enterprise Funds			
Water System Fund - Utility accounts	1,388,962	(21,096)	1,367,866
Stormwater Fund - Utility accounts	<u>183,464</u>	<u>(3,790)</u>	<u>179,674</u>
Total Business-type Activities / Enterprise Funds	<u>1,572,426</u>	<u>(24,886)</u>	<u>1,547,540</u>
Total Reported in the Statement of Net Position	<u>\$ 4,114,573</u>	<u>\$ (31,022)</u>	<u>\$ 4,083,551</u>

Noncurrent receivables in the Proprietary Funds of \$3,316,668 have no allowance for uncollectible accounts at September 30, 2023.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – NOTES RECEIVABLE

LAND SALE

The Town has a note receivable from the Community Redevelopment Fund related to a parcel of land. During 2013, the Town closed on the sale of a parcel of land to a private owner and received a note receivable for a portion of the sales price. The note is non-interest bearing and is due in 177 monthly installments of \$800 until fully paid. In lieu of cash payments on the note, the Town and the private owner agreed that the owner shall pay all ongoing costs associated with the operation and maintenance of a public restroom facility located on the property sold by the Town and the owner will receive a monthly credit of \$800 against the promissory note. The note receivable balance was \$45,287 at September 30, 2023.

NOTE 5 – ADVANCES FROM/TO OTHER FUNDS

ADVANCES DUE FROM CRA

The Town's General Fund and Capital Improvements Fund have advanced funds to the CRA for the purchase of property, construction of public improvements and redevelopment activities within the boundaries of the CRA. The Town and the CRA have entered into an interlocal agreement for the repayment of these advances to the General Fund and Capital Improvements Fund by the CRA, with interest at 3.0%, through the fiscal year ending September 30, 2027. The repayment of the advances ranges from approximately \$793,000 in 2023 to \$1.1 million in 2026, with a final payment of \$524,000 due in 2027, and generally increases each year commensurate with the expected increases in the CRA's tax increment revenues resulting from the redevelopment activities. The outstanding advances payable to the General Fund and Capital Improvements Fund totaled \$2,608,899 and \$635,305, respectively, at September 30, 2023 and are considered to be noncurrent because the repayments are not expected to be available under the modified accrual basis of accounting.

ADVANCE DUE FROM STORMWATER FUND

In 2020, the Town's Water System Fund advanced funds in the amount of \$5.7 million to the Stormwater Fund to be used for various capital improvement projects. The interfund loan agreement provides for the repayment of these advances to the Water System Fund by the Stormwater Fund, with interest at 2.3%, through the fiscal year ending September 30, 2034. Repayment of the advance will be made in annual payments of approximately \$454,000, including principal and interest. The outstanding advance payable to the Water System Fund was \$4,364,713 at September 30, 2023.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 6 – CAPITAL ASSETS

The Town's capital asset activity for the year ended September 30, 2023 is summarized as follows:

	Beginning Balances *	Additions	Deletions	Ending Balances
Governmental Activities				
Capital Assets Not Being Depreciated:				
Land	\$ 48,362,544	\$ --	\$ --	\$ 48,362,544
Construction in progress	--	18,615,739	--	18,615,739
Capital Assets Not Being Depreciated	<u>48,362,544</u>	<u>18,615,739</u>	<u>--</u>	<u>66,978,283</u>
Capital Assets Being Depreciated/Amortized:				
Buildings	43,701,390	--	--	43,701,390
Improvements	55,546,775	2,500,501	--	58,047,276
Machinery and equipment	9,900,643	1,166,689	(335,472)	10,731,860
Infrastructure	55,432,190	2,362,391	--	57,794,581
Subscription-based assets (Right-to-use-assets)	<u>3,000,153</u>	<u>443,944</u>	<u>--</u>	<u>3,444,097</u>
Total Capital Assets Being Depreciated/Amortized	<u>167,581,151</u>	<u>6,473,525</u>	<u>(335,472)</u>	<u>173,719,204</u>
Less: Accumulated Depreciation/Amortization for:				
Buildings	(19,521,213)	(1,130,617)	--	(20,651,830)
Improvements	(29,564,984)	(1,590,238)	--	(31,155,222)
Machinery and equipment	(7,582,081)	(803,286)	298,540	(8,086,827)
Infrastructure	(27,848,221)	(1,922,502)	--	(29,770,723)
Subscription-based assets (Right-to-use-assets)	<u>--</u>	<u>(453,819)</u>	<u>--</u>	<u>(453,819)</u>
Total Accumulated Depreciation and Amortization	<u>(84,516,499)</u>	<u>(5,900,462)</u>	<u>298,540</u>	<u>(90,118,421)</u>
Depreciable capital assets, net of accumulated depreciation/amortization	<u>83,064,652</u>	<u>573,063</u>	<u>(36,932)</u>	<u>83,600,783</u>
Total Capital Assets, Net	<u>\$ 131,427,196</u>	<u>\$ 19,188,802</u>	<u>\$ (36,932)</u>	<u>\$ 150,579,066</u>

* Beginning balance was revised for implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 6 – CAPITAL ASSETS (CONTINUED)

Depreciation and amortization expense was charged to functions/programs as follows:

Governmental Activities

General government	\$ 3,223,424
Public safety	476,768
Engineering and public works	1,167,994
Culture and recreation	1,032,276

Total Governmental Activities

Depreciation and Amortization Expense	<u>\$ 5,900,462</u>
---------------------------------------	---------------------

Business-type Activities

Water system	\$ 6,755,094
Stormwater	956,618
Building	58,948

Total Business-type Activities

Depreciation and Amortization Expense	<u>\$ 7,770,660</u>
---------------------------------------	---------------------

	Beginning Balances *	Additions	Deletions	Ending Balances
Business-type Activities				
Capital Assets Not Being Depreciated:				
Land	\$ 569,123	\$ --	\$ --	\$ 569,123
Construction in progress	9,982,567	9,665,187	(3,386,893)	16,260,861
Total Capital Assets Not Being Depreciated	<u>10,551,690</u>	<u>9,665,187</u>	<u>(3,386,893)</u>	<u>16,829,984</u>
Capital Assets Being Depreciated/Amortized:				
Building and plant	106,876,383	1,091,365	--	107,967,748
Improvements	243,868,415	5,212,422	--	249,080,837
Machinery and equipment	34,053,968	1,243,865	(765,814)	34,532,019
Subscription-based assets (Right-to-use-assets)	71,659	155,976	--	227,635
Total Capital Assets Being Depreciated/Amortized	<u>384,870,425</u>	<u>7,703,628</u>	<u>(765,814)</u>	<u>391,808,239</u>
Less: Accumulated Depreciation and Amortization for:				
Buildings and plant	(48,198,285)	(3,082,586)	--	(51,280,871)
Improvements	(103,512,585)	(3,259,241)	--	(106,771,826)
Machinery and equipment	(24,895,666)	(1,352,637)	708,681	(25,539,622)
Subscription-based assets (Right-to-use-assets)	--	(76,196)	--	(76,196)
Total Accumulated Depreciation and Amortization	<u>(176,606,536)</u>	<u>(7,770,660)</u>	<u>708,681</u>	<u>(183,668,515)</u>
Depreciable capital assets, net of accumulated depreciation/amortization	<u>208,263,889</u>	<u>(67,032)</u>	<u>(57,133)</u>	<u>208,139,724</u>
Total Capital Assets, Net	<u>\$ 218,815,579</u>	<u>\$ 9,598,155</u>	<u>\$ (3,444,026)</u>	<u>\$ 224,969,708</u>

* Beginning balance was revised for implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 7 – NONCURRENT LIABILITIES

GOVERNMENTAL ACTIVITIES

Changes in governmental activities noncurrent liabilities for the year ended September 30, 2023 are summarized as follows:

	Beginning Balances *	Additions	Deletions	Ending Balances	Due Within One Year
Governmental Obligation Bonds					
Series 2021 (Refunding Bonds)	\$ 3,385,542	\$ --	\$ 1,124,405	\$ 2,261,137	\$ 1,128,509
Series 2021 (Land Acquisition Debt)	2,539,675	--	843,434	1,696,241	846,555
Tax increment incentive	1,570,799	--	1,570,799	--	--
Subscription liability	3,000,153	443,944	515,484	2,928,613	424,240
Compensated absences	3,689,149	499,970	286,939	3,902,180	280,300
Total Long-Term Debt	14,185,318	<u>\$ 943,914</u>	<u>\$ 4,341,061</u>	10,788,171	<u>\$ 2,679,604</u>
Current maturities	(2,219,641)			2,679,604	
Totals	<u>\$ 11,965,677</u>			<u>\$ 8,108,567</u>	

* Beginning balance was revised for implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

The debt service for the General Obligation Bonds is payable from ad valorem taxes. Compensated absences, pension liabilities and other postemployment benefits liabilities are generally liquidated by the General Fund from available non-ad valorem revenues. The tax increment incentive is payable by the CRA from taxes.

GENERAL OBLIGATION BONDS (REFUNDING BONDS) - SERIES 2021

In September 2021, the Town issued \$4,505,858 in General Obligation Bonds (Refunding Bonds), Series 2021 to advance refund the Series 2005 General Obligation Bonds. The proceeds of the Series 2021 Bonds were placed in irrevocable trust to purchase U.S. Government securities which were used, along with all interest earnings, for the sole purpose of paying future debt service on the refunded bonds. The Series 2021 General Obligation Refunding Bonds have an interest rate of 0.73%. The bonds require semiannual payments of interest starting January 1, 2022 and four annual payments of principal and interest commencing July 1, 2022 through maturity on July 1, 2025. The net cash flow savings was \$169,761.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

The debt service requirements of the General Obligation Bonds (Refunding Bonds) – Series 2021 are as follows:

GENERAL OBLIGATION BONDS (REFUNDING BONDS) - SERIES 2021

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 1,128,509	\$ 16,506	\$ 1,145,015
2025	<u>1,132,628</u>	<u>8,268</u>	<u>1,140,896</u>
Total	<u><u>\$ 2,261,137</u></u>	<u><u>\$ 24,774</u></u>	<u><u>\$ 2,285,911</u></u>

GENERAL OBLIGATION BONDS (LAND ACQUISITION BONDS) - SERIES 2021

In September 2021, the Town issued \$3,380,000 in General Obligation Bonds (Land Acquisition Bonds), Series 2021 for the reimbursement for the purchase of land at 500 N. Delaware. The Land Acquisition Bonds have an interest rate of 0.74%. The bonds require semiannual payments of interest starting January 1, 2022 and four annual payments of principal and interest commencing July 1, 2022 through maturity on July 1, 2025.

The debt service requirements of the General Obligation Bonds (Land Acquisition Bonds) – Series 2021 are as follows:

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 846,555	\$ 12,552	\$ 859,107
2025	<u>849,686</u>	<u>6,288</u>	<u>855,974</u>
	<u><u>\$ 1,696,241</u></u>	<u><u>\$ 18,840</u></u>	<u><u>\$ 1,715,081</u></u>

BOND RATINGS

Standard & Poor's Rating Services rates the Town's outstanding general obligation bonds as AAA. Moody's Investor Service rates the Town's outstanding general obligation bonds as AAA.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

TAX INCREMENT INCENTIVE

The Town's CRA entered into an agreement with the Harbourside developer to provide a rebate of certain tax increment funds. The Town paid the \$560,657 in full settlement of the tax rebates in fiscal year 2023 (see Note 14 – Commitments and Contingencies).

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The Town has entered into various subscription-based information technology agreements for software programs. The agreements require annual payments varying from \$10,682 to \$338,494 over two to ten years with an interest rate of 2.31% to 3.31% and final payments due September 30, 2032. During the year ended September 30, 2023, principal and interest paid were \$515,484 and \$423 respectively. Future principal and interest payments as of September 30, 2023, are as follows:

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 424,240	\$ 96,142	\$ 520,382
2025	419,807	82,571	502,378
2026	269,514	68,978	338,492
2027	278,434	60,060	338,494
2028	287,647	50,847	338,494
2029-2030	<u>1,248,971</u>	<u>105,002</u>	<u>1,353,973</u>
Total	<u><u>\$ 2,928,613</u></u>	<u><u>\$ 463,600</u></u>	<u><u>\$ 3,392,213</u></u>

Amounts of subscription assets by major classes of underlying assets were as follows as of the fiscal year ended September 30, 2023:

<u>Asset Class</u>	<u>Asset Value</u>	<u>Accumulated Amortization</u>	<u>Carrying Value</u>
Software	<u><u>\$ 3,444,097</u></u>	<u><u>\$ 453,819</u></u>	<u><u>\$ 2,990,278</u></u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

BUSINESS-TYPE ACTIVITIES

Changes in business-type activities noncurrent liabilities for the fiscal year ended September 30, 2023 are summarized as follows:

	Balance at Beginning of Year *	Additions	Retirements	Balance at End of Year	Amounts Due Within One Year
Water revenue Bonds / Note					
Series 2010	\$ 705,000	\$ --	\$ 705,000	\$ --	\$ --
Series 2013	11,138,000	--	1,600,000	9,538,000	--
Subscription liability	71,660	155,976	89,418	138,218	86,241
Compensated absences	<u>973,885</u>	<u>130,228</u>	<u>94,757</u>	<u>1,009,356</u>	<u>144,899</u>
Total Long-Term Debt	12,888,545	<u>\$ 286,204</u>	<u>\$ 2,489,175</u>	10,685,574	<u>\$ 231,140</u>
Current maturities	<u>(125,000)</u>			<u>(144,899)</u>	
Net Long-Term Debt	<u>\$ 12,763,545</u>			<u>\$ 10,540,675</u>	

* Beginning balance was revised for implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

WATER REVENUE REFUNDING NOTE - SERIES 2010

On January 20, 2010, the Town issued a \$9,770,000 Water Revenue Refunding Note - Series 2010 (the "Series 2010 Note") to a financial institution to currently refund the outstanding principal balance of \$9,770,000 on the Water Revenue Refunding Bonds - Series 1998. The refunding resulted in an economic gain of \$1,090,755 and reduced the total debt service payments by \$1,307,226. The Series 2010 Note is payable from and collateralized by the proceeds from pledged net revenues of the water system (as defined in the note agreement) and connection charges. Interest on the Series 2010 Note is payable at 3.105% on each April 1 and October 1 and principal payments are due on October 1 through maturity on October 1, 2023. The final principal payment was made in September 2023.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

WATER REVENUE REFUNDING BONDS - SERIES 2013

On August 9, 2013, the Town issued \$28,130,000 Water Revenue Refunding Bonds - Series 2013 (the “Series 2013 Bonds”) to a financial institution to currently refund the outstanding principal balance of \$6,155,000 on the Water Revenue Refunding Bonds - Series 2002 and \$21,930,000 Water Revenue Refunding Bonds – Series 2003. The refunding resulted in an economic gain of \$2,245,124 and reduced the total debt service payments by \$8,481,910. The Series 2013 Bonds are payable from and collateralized by the proceeds from pledged net revenues of the water system (as defined in the note agreement) and connection charges. Interest on the Series 2013 Bonds is payable at 2.336% on each April 1 and October 1 and principal payments are due each October 1 through maturity on October 1, 2029. Upon occurrence of an event of default, the bank may declare the entire debt then remaining unpaid immediately due and payable and obligate the Town to cover all costs of collection and enforcement. During the period of default, the note shall bear interest at a rate of the lesser of 18% or the maximum rate permitted by law. Additionally, any acceleration of the note obligates the Town to a prepayment fee as determined by the bank.

The debt service requirements of the Series 2013 Bonds are as follows:

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024 (*)	\$ --	\$ 241,472	\$ 241,472
2025	1,627,500	203,778	1,831,278
2026	1,657,500	165,413	1,822,913
2027	1,617,000	127,171	1,744,171
2028	1,633,500	89,209	1,722,709
2029-2030	<u>3,002,500</u>	<u>66,786</u>	<u>3,069,286</u>
Total	<u>\$ 9,538,000</u>	<u>\$ 893,829</u>	<u>\$ 10,431,829</u>

(*) Payment made in September 2023 for principal and interest due on October 1, 2023.

PLEDGED UTILITY REVENUE

The Town has pledged the future net revenues (as defined in the bond resolutions and loan agreement, but generally customer revenues and connection charges, net of specified operating expenses) of the water utility system (the “System”) to repay the outstanding revenue bonds and note issued to finance improvements to the System. The water revenue

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

PLEDGED UTILITY REVENUE

bonds and note are payable solely from the net revenues of the System through 2030. Annual principal and interest payments on the bonds and note are expected to require less than 30 percent of the System net revenues. Total principal and interest remaining to be paid on the water revenue bonds is \$10,431,829 at September 30, 2023. Principal and interest paid on the water revenue bonds and net revenues of the System for 2023 were \$2,586,728 and \$13,508,470, respectively.

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The Town has entered into various subscription-based information technology agreements for software programs. The agreements require annual payments varying from \$35,821 to \$53,598 over two to three years with an interest rate ranging from 2.31% to 3.12%. and final payments due September 30, 2025. During the year ended September 30, 2023, principal and interest paid were \$89,418 and \$850 respectively. Future principal and interest payments as of September 30, 2023, are as follows:

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 86,241	\$ 4,023	\$ 90,264
2025	<u>51,977</u>	<u>1,622</u>	<u>53,599</u>
Total	<u>\$ 138,218</u>	<u>\$ 5,645</u>	<u>\$ 143,863</u>

Amounts of subscription assets by major classes of underlying assets were as follows as of the fiscal year ended September 30, 2023:

<u>Asset Class</u>	<u>Asset Value</u>	<u>Accumulated Amortization</u>	<u>Carrying Value</u>
Software	<u>\$ 227,635</u>	<u>\$ 76,196</u>	<u>\$ 151,439</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

DEFEASED BONDS

The Town defeased certain general obligation bonds and revenue bonds by placing the proceeds of the new bonds in irrevocable trust accounts to provide for all future debt service payments on the defeased bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the Town's financial statements. At September 30, 2023, the outstanding principal of the defeased bonds considered extinguished under these funding arrangements is as follows:

Water Revenue Bonds, Series 2003	\$ 13,085,000
General Obligation Bonds, Series 2005	<u>2,315,000</u>
Total Defeased Bonds	<u><u>\$ 15,400,000</u></u>

ANNUAL MATURITIES

The aggregate maturities for all long-term debt of the Town at September 30, 2023 are as follows:

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 1,975,064	\$ 270,530	\$ 2,245,594
2025	3,609,814	218,334	3,828,148
2026	1,657,500	165,413	1,822,913
2027	1,617,000	127,171	1,744,171
2028	1,633,500	89,209	1,722,709
2029-2030	<u>3,002,500</u>	<u>66,786</u>	<u>3,069,286</u>
Total	<u><u>\$ 13,495,378</u></u>	<u><u>\$ 937,443</u></u>	<u><u>\$ 14,432,821</u></u>

EVENTS OF DEFAULT

The Town's failure to pay the principal or interest on debt when due or failure to observe and perform any covenant, condition, agreement or provision in any indenture applicable to the Town's various debt obligations, constitutes an event of default for the Town. In the event of a default, bondholders may sue to enforce their rights. In certain cases, in the event of a default, the interest rate may be increased.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 8 – RESTRICTED ASSETS

Cash and investments held by the Town that are subject to externally imposed restrictions on their withdrawal and use for other than current operations are reported as restricted assets. Net position is restricted to the extent that restricted assets exceed the respective liabilities payable from restricted assets and any unspent bond proceeds.

Restricted investments and the related liabilities and restricted net position/fund balance of the governmental activities and governmental funds at September 30, 2023 are summarized as follows:

	Restricted Investments, Cash and Cash Equivalents	Liabilities Payable From Restricted Assets	Unspent Debt Proceeds	Restricted Net Position/ Fund Balance
Governmental Activities/Funds				
Restricted for:				
Environmental land acquisition	\$ 341,569	\$ --	\$ 341,569	\$ --
Economic development	1,176,366	--	--	1,176,366
Total	<u>\$ 1,517,935</u>	<u>\$ --</u>	<u>\$ 341,569</u>	<u>\$ 1,176,366</u>

NOTE 9 – INTERFUND TRANSACTIONS

Advances to/from other funds at September 30, 2023 are summarized as follows:

Receivable Fund	Payable Fund	Amount
General Fund	Community Redevelopment Fund	\$ 2,608,899
Capital Improvements Fund	Community Redevelopment Fund	635,305
Water System Fund	Stormwater Fund	4,364,713
Stormwater Fund	Nonmajor Governmental Funds	22,600
Total		<u>\$ 7,631,517</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 9 – INTERFUND TRANSACTIONS (CONTINUED)

The outstanding balances between funds generally result from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. The amount payable by the Community Redevelopment Fund is for initial working capital and property received from the General Fund and approximately \$787,000 of the balance is scheduled to be collected in the subsequent year. The amount payable by the Stormwater Fund is a loan from the Water System Fund for capital improvements and approximately \$353,000 of the balance is scheduled to be collected in the subsequent year.

Interfund transfer activity for the fiscal year ended September 30, 2023, is summarized as follows:

Transfer To	Transfer From	Amount
Capital Improvements Fund	General Fund	\$ 850,000
Capital Improvements Fund	Nonmajor Governmental Funds	4,212,500
Capital Improvements Fund	Water System Fund	90,000
Capital Improvements Fund	Stormwater Fund	10,000
Capital Improvements Fund	Building Fund	500,000
Nonmajor Governmental Funds	General Fund	187,500
Nonmajor Governmental Funds	Stormwater Fund	22,810
Water System Fund	American Rescue Plan Fund	618,832
Stormwater Fund	American Rescue Plan Fund	1,474,501
Stormwater Fund	Capital Improvements Fund	<u>549,213</u>
Total		<u>\$ 8,515,356</u>

Transfers were used to: (1) move revenue from the fund that is required to collect it to the fund that is required or allowed to expend it; and, (2) use excess revenue collected in certain funds to finance various programs and projects accounted for in other funds in accordance with budgetary authorizations.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS

The Town of Jupiter administers one single-employer, defined benefit pension plan, the Municipal Police Officers' Retirement Trust ("MPORT"), which covers all sworn police officers. The Town also participates in the Florida Retirement System ("FRS") Pension Plan and the Retiree Health Insurance Subsidy ("HIS") Trust Fund, both of which are multiple-employer, cost-sharing, defined benefit public employee retirement plans administered by the State of Florida. FRS and HIS cover all Town employees, excluding sworn police officers covered by MPORT. The net pension liability/asset, deferred outflows/inflows of resources related to pensions and pension expense related to these retirement plans are summarized as follows at September 30, 2023:

	MPORT	FRS	HIS	Total
Net Pension Liability	<u>\$ 21,695,549</u>	<u>\$ 17,493,847</u>	<u>\$ 7,368,109</u>	<u>\$ 46,557,505</u>
Deferred Outflows/Inflows				
Deferred outflows of resources	<u>\$ 11,836,058</u>	<u>\$ 4,293,722</u>	<u>\$ 415,945</u>	<u>\$ 16,545,725</u>
Deferred inflows of resources	<u>\$ 25,751</u>	<u>\$ 283,517</u>	<u>\$ 1,011,825</u>	<u>\$ 1,321,093</u>
Pension Expense	<u>\$ 7,071,775</u>	<u>\$ 3,591,914</u>	<u>\$ 2,725,928</u>	<u>\$ 13,389,617</u>

MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST ("MPORT")

The Municipal Police Officers' Retirement Trust ("MPORT") is a single-employer, defined benefit pension plan. The plan is administered by the MPORT pension board consisting of five members, two of which are Town residents appointed by the Town Council; two of which are police officers elected by members of the MPORT; and, one person selected by a majority of the other four members and appointed by the Town Council. The Board has the ability to make recommendations on establishing and amending pension plan provisions which can only be authorized by the Town Council. When the Town Council adopted Ordinance 9-95 on March 21, 1995, participation in the plan became mandatory for all full-time police officers entering employment on or after April 1, 1995.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST ("MPORT") (CONTINUED)

The MPORT issues a publicly available, stand-alone financial report. The MPORT financial report may be obtained by writing to the Finance Department, Town of Jupiter, 210 Military Trail, Jupiter, Florida 33458 or by calling (561) 746-5134. Membership in the MPORT was comprised of the following at October 1, 2023, the date of the latest actuarial valuation:

Active employees	90
Retirees and beneficiaries receiving benefits	78
DROP participants	24
Inactive employees	<u>1</u>
Total Members	<u><u>193</u></u>

The Town is required to contribute an actuarially determined amount necessary to pay the annual normal cost of the plan plus the additional amount needed to amortize any unfunded accrued liability. Members hired prior to March 6, 2012, are referred to as "Tier One" employees and members hired on or after March 6, 2012, are referred to as "Tier Two" employees. Contributions by Plan members and the Town are established and may be amended by Town ordinance. Tier one employees, are required to contribute 8.78% of salary effective October 1, 2012; 9.25% of salary effective October 1, 2014; and, 10.00% of salary effective October 1, 2015. Tier Two employees are required to contribute 10.00% of salary. Pursuant to Florida Statutes, Chapter 185, the State collects a tax on insurance premiums for property and casualty coverage and annually remits a contribution to the MPORT. Administrative costs of the MPORT are financed through investment earnings.

RETIREMENT AND OTHER BENEFITS

The MPORT provides retirement, death, and disability benefits for its members. Tier One employees may retire with normal benefits after the earlier of: (1) age 60; (2) age 55 with 10 years of credited service; or (3) when the total of the member's age, computed in terms of full months, plus the member's credited service, computed in terms of full months, equals 780 months. Tier Two employees may retire with normal benefits after the earlier of: (1) age 55 with 10 years of credited service; or (2) when the total of the member's age, computed in terms of full months, plus the member's credited service, computed in terms of full months, equals 840 months and the member has 25 years of credited service.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

RETIREMENT AND OTHER BENEFITS (CONTINUED)

Normal retirement benefits are 3.0% (2.75% for Tier Two employees) of the member's average monthly salary multiplied by years of credited service at the normal retirement date (limited to 25 years for Tier Two employees). Average monthly salary for purposes of calculating benefits is the average of covered salary over the highest three years out of the last ten years of credited service. Reduced early retirement benefits are available once a member reaches age 50 and accumulates 10 years of credited service.

The early retirement benefit for Tier One employees is equal to the accrued benefit reduced by 3.0%, multiplied by the number of years by which the starting date of the benefit precedes age 55. For Tier Two employees, the early retirement benefit is equal to the accrued benefit reduced by 3.0% for every 24 months by which the starting date of the benefit precedes 840 months. The accrued benefit is that portion of a member's normal retirement benefit earned at any point in time. A supplemental benefit of \$100 per month is available for members, plus for members who retire on or after October 1, 2001, a monthly benefit equal to the lesser of (1) \$150 or (2) the greater of (a) \$30 and (b) \$5 multiplied by credited service. The supplemental benefit is reduced for early retirement. Members in DROP are not eligible to receive supplemental benefits until their DROP participation ends.

Eligibility for disability benefits begins from the member's date of hire. The amount of the monthly benefit due to a total and permanent disability is: (1) the greater of (a) 60% of the covered salary at the time of the member's disability or (b) the monthly income payable for ten years certain that can be provided by the single sum value of the member's accrued benefit; plus (2) the supplemental benefit. This benefit is payable until the member's death or recovery. Effective March 6, 2012, members with a disability not incurred in the line of duty are eligible for Disability Retirement benefits after completion of 10 years of service.

DEFERRED RETIREMENT OPTION PLAN ("DROP")

Tier One Members are eligible to enter DROP at the Tier One Normal Retirement Date. Tier Two Members are eligible to enter DROP the first of the month coincident with or next following the earlier of: (1) the Tier Two Normal Retirement Date, or, (2) 22 years of Credited Service regardless of age with no reduction in the Tier Two Accrued Benefit for DROP entry prior to the Tier Two Normal Retirement Date.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

DEFERRED RETIREMENT OPTION PLAN (“DROP”) (CONTINUED)

The Accrued Benefit is frozen at DROP entry and accumulates in DROP. Participants in DROP are not eligible for death or disability benefits. The Supplemental Benefit is not payable while a Member is in DROP. The maximum DROP participation duration was extended from 5 years to 8 years effective March 6, 2012. Members in the DROP on March 6, 2012 were allowed to elect the 8 year DROP by agreeing to pay contributions at the employee contribution rate in effect at DROP entry for the remainder of the initial 5 years of DROP participation with 1/3 of these contributions credited to the members’ DROP account. None of the members in DROP on March 6, 2012 exercised this option.

For Tier One members who enter DROP after March 6, 2012, employee contributions continue at the rate in effect on the date of entry into DROP for the first four years of DROP participation with 1/3 of these contributions credited to the members’ DROP account. For Tier Two DROP entrants, employee contributions continue for all years of DROP participation with 1/4 of these contributions credited to the members’ DROP account. Tier Two maximum DROP participation is based on creditable years of service.

The balance of amounts held under DROP was \$10,384,884 at September 30, 2023.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the MPORT are prepared using the economic resources measurement focus and the accrual basis of accounting. Employee and employer contributions are recognized in the period in which employee services are performed. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Other expenses are recognized when the corresponding liabilities are incurred. Investment income is recognized as revenue when earned. Investments are reported at fair value, except for money market mutual funds which are reported at amortized cost, and are classified as investments in the financial statements. Investment securities are valued at the closing price reported on the national exchange on which the individual securities are actively traded. Securities that are not actively traded are valued using a matrix pricing technique based on the securities’ relationship to quoted benchmark prices. Net asset values of commingled real estate funds are determined by the fund managers using the fair values of the underlying investments of the fund. Net appreciation or depreciation in the fair value of investments includes the difference between the fair value and cost of the investments held, as well as the net realized and unrealized gains and losses for securities sold during the period. Interest and dividend income are recognized on the accrual basis when earned. Purchases and sales of investments are recorded on a trade date basis. Investment earnings

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

are reduced for investment related expenses, such as management fees, portfolio evaluation and custodial services. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the benefit terms.

INVESTMENT POLICY

The policy in regard to the allocation of invested assets is established and may be amended by a majority vote of the Board of the MPORT. It is the policy of the MPORT Board to pursue an investment strategy that reduces risk through the prudent diversification of the investment portfolio across a broad selection of distinct asset classes. The investment policy of the MPORT discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. There were no changes in the investment policy of the MPORT for the fiscal year ended September 30, 2023.

The asset allocation policy adopted by the MPORT Board at September 30, 2023 was as follows:

Asset Class	
Domestic equity	37%
International equity	15%
Convertible equity	5%
Infrastructure	5%
Fixed income	29%
Private real estate	5%
Real estate investment trusts (REITs)	3%
Cash	1%
Total	100%

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

RATE OF RETURN

For the year ended September 30, 2023, the annual money-weighted rate of return on MPORT's investments, net of investment expenses, was 9.5%. The money-weighted rate of return expresses investment performance, net of investment expenses, adjusted for the changing amounts actually invested.

NET PENSION LIABILITY

The components of the net pension liability for MPORT for the most recent actuarial valuation as of October 1, 2023, as reported by the actuary in the September 30, 2023 Supplement, were as follows:

Total pension liability	\$ 115,983,651
Less plan fiduciary net position	<u>(94,288,102)</u>
Net Pension Liability	<u>\$ 21,695,549</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	<u>81.3%</u>

ACTUARIAL ASSUMPTIONS

The net pension liability of the MPORT was determined by an actuarial valuation as of October 1, 2023, as reported by the actuary in the September 30, 2023 Supplement, using the following significant actuarial assumptions:

Actuarial cost method	Entry Age Normal
Amortization method	Level dollar
Amortization period	20 years
Asset valuation method	5 year smoothed fair value
Investment rate of return (net of expenses, with inflation)	7.0%
Payroll growth	0.0%
Projected salary increases attributable to:	
Salary increases, including inflation	5.00% - 12.27%
Inflation	2.52%
Cost of living adjustments	3.0%
Mortality rates	Florida Retirement System Special Risk Employees' tables

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

CHANGES IN ACTUARIAL ASSUMPTIONS

There were no changes in the actuarial assumptions used in the October 1, 2023 actuarial valuation of the Plan from the prior actuarial valuation.

LONG-TERM EXPECTED RATE OF RETURN

The long-term expected rate of return on investments of the MPORT was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce a long-term expected rate of return of 7.0% by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plans' target allocation as of September 30, 2023 (see the discussion of the pension plan's investment policy) are summarized in the following table:

Asset Class	
Domestic equity	7.2%
International equity	2.9%
Convertible equities	5.9%
Infrastructure	5.1%
Fixed Income	1.7%
Real estate investment trusts (REITs)	6.1%
Private real estate	5.9%
Cash	- 0.1%

DISCOUNT RATE

The discount rate used to measure the total pension liability was 7.0% and was based on the expected rate of return on investments of the plan. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rates and that Town contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the MPORT's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

DISCOUNT RATE (CONTINUED)

Therefore, the long-term expected rate of return on investments of the pension plan was applied to all periods of projected benefit payments to determine the projected total pension liability.

CHANGES IN THE NET PENSION LIABILITY

The changes in the MPORT net pension liability were as follows for the year ended September 30, 2023:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at October 1, 2022	<u>\$ 109,451,763</u>	<u>\$ 87,435,836</u>	<u>\$ 22,015,927</u>
Changes for the current year:			
Service cost	2,658,201	--	2,658,201
Interest	7,620,572	--	7,620,572
Benefit change	385,313	--	385,313
Difference between expected and actual experience	-- 1,273,929	--	-- 1,273,929
Change of assumptions	--	--	--
Contributions - Town	--	2,271,218	(2,271,218)
Contributions - State of Florida	--	996,558	(996,558)
Contributions - employee	--	1,224,971	(1,224,971)
Net investment income	--	7,907,463	(7,907,463)
Benefit payments, including refunds of member contributions	-- (5,406,127)	-- (5,406,127)	-- --
Administration expenses	--	(141,817)	141,817
Net Changes	<u>6,531,888</u>	<u>6,852,266</u>	<u>(320,378)</u>
Balances at September 30, 2023	<u><u>\$ 115,983,651</u></u>	<u><u>\$ 94,288,102</u></u>	<u><u>\$ 21,695,549</u></u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

CHANGES IN THE NET PENSION LIABILITY (CONTINUED)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate: The following table presents the net pension liability of the MPORT, calculated using the discount rate of 7.0%, as well as what the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.0%) or one percentage point higher (8.0%) than the current rate:

	1.0% Decrease (6.00%)	Current Discount Rate (7.0%)	1.0% Increase (8.0%)
Net pension liability	<u>\$ 34,040,740</u>	<u>\$ 21,695,549</u>	<u>\$ 11,441,596</u>

PENSION EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO PENSIONS

For the fiscal year ended September 30, 2023, the Town recognized pension expense of \$7,071,775 for the MPORT. At September 30, 2023, the Town reported deferred inflows/outflows of resources related to the MPORT pensions from the following sources:

Police Officers Pension Plan	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 1,325,485	\$ 25,751
Net difference between projected and actual investment earnings on pension plans	10,055,688	--
Change of assumptions	<u>454,885</u>	<u>--</u>
Balances at September 30, 2023	<u>\$ 11,836,058</u>	<u>\$ 25,751</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

PENSION EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO PENSIONS (CONTINUED)

Amounts reported as deferred inflows/outflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30	Amount
2024	\$ 3,352,999
2025	3,352,014
2026	5,477,048
2027	<u>(371,754)</u>
Total	<u><u>\$ 11,810,307</u></u>

STATE OF FLORIDA PENSION PLANS

All regular, full-time employees of the Town, except police officers, are required to participate in the Florida Retirement System (FRS) Pension Plan and the Retiree Health Insurance Subsidy (HIS) Trust Fund administered by the Florida Department of Management Services, Division of Retirement. FRS and HIS are cost-sharing, multiple-employer defined benefit pension plans with approximately 1,000 participating employers. FRS and HIS were established and are administered in accordance with Chapter 121 and Section 112.363, Florida Statutes, respectively.

FRS includes a DROP available for eligible employees. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state community college, or district school board, unless restricted from FRS membership under sections 121.053 and 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation is optional for cities, municipalities, special districts, charter schools and metropolitan planning organizations.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

HIS membership is optional and available to all retirees under the state-administered retirement system, provided the retiree provides proof of health insurance coverage, which can include Medicare.

Participation is compulsory for cities, municipalities, special districts, charter schools and metropolitan planning organizations that participate in FRS.

BENEFITS PROVIDED

FRS provides retirement, survivor and disability benefits to plan members and beneficiaries. Pension benefits of FRS are established by Florida Statutes, Chapter 121, and may be amended by the Florida Legislature. Retirement benefits are computed on the basis of age and/or years of service, average final compensation and service credit. Members initially enrolled on or after July 1, 2001 through June 30, 2011, vest after six years of creditable service. Members initially enrolled on or after July 1, 2011, vest after eight years of creditable service. HIS provides retirees and beneficiaries a monthly benefit equal to the number of years of creditable service completed at the time of retirement multiplied by \$5. The monthly benefit payment is established by Section 112.363, Florida Statutes and is at least \$30, but not more than \$150.

TOWN CONTRIBUTIONS

FRS members are required to contribute 3.0% of their annual covered payroll and no contribution is required for HIS members. Participating governments, including the Town, contribute to FRS at actuarially determined rates for various classes of employees, which are presently 11.57% of annual covered payroll for employees covered in the regular class, 32.52% for senior management class, 30.67% for special risk class, 56.68% for elected officials and 19.13% for employees covered in the FRS DROP program. Participating governments, including the Town, also contribute to HIS based on a percentage of gross compensation for all active FRS members, which is presently 2.00%. The Town's contributions to FRS and HIS for the fiscal year ended September 30, 2023 were \$2,543,038, which was equal to 100% of the required contributions for the year.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

FUNDING POLICY

FRS funding policy provides for monthly employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are adequate to accumulate sufficient assets to pay benefits when due based upon plan assumptions. HIS uses a pay-as-you-go funding policy based on monthly employer contributions at a flat percentage of gross compensation for all active FRS members. Employer and employee contribution rates are established by State law as a level percentage of payroll. Employer contribution rates are determined using the entry-age actuarial cost method. The consulting actuary recommends rates based on the annual valuation, but actual contribution rates are established by the Florida Legislature.

PUBLICLY AVAILABLE FINANCIAL REPORT

The State of Florida issues a publicly available financial report for FRS and HIS that includes financial statements and required supplementary information. The complete financial report is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com or by writing to the Research and Education Section at P.O. Box 9000, Tallahassee, Florida, 32315-9000 or by calling toll free 877-377-1737 or 850-488-5706.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of FRS and HIS are prepared using the economic resources measurement focus and the accrual basis of accounting. Employee contributions are recognized in the period of time for which the contributions are assessed. Employer contributions are recognized in the period in which employee services are performed. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the terms of FRS and HIS. Other expenses are recognized when the corresponding liabilities are incurred. Investment income is recognized as revenue when earned. Investments are reported at fair value and are managed by external investment managers. The independent investment custodian for FRS and HIS determines the fair value of securities using various third party pricing sources. For private market investments, where no readily ascertainable market value exists, fair values are based on net asset value (capital account balance) provided by investment managers at the closest available reporting period and adjusted for subsequent contributions and distributions. The net appreciation (depreciation) in fair value of investments is recorded as an increase (decrease) to investment income based on the valuation of investments. Investment earnings are net of

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

investment related expenses, such as management fees, portfolio evaluation and custodial services. For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS and HIS and the additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by FRS and HIS.

PAYABLES TO FRS AND HIS

There were no amounts payable to FRS or HIS by the Town at September 30, 2023.

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO FRS AND HIS PENSIONS

At September 30, 2023, the Town reported a liability of \$17,493,847 and \$7,368,109 for its proportionate share of the net pension liability of FRS and HIS, respectively. The net pension liability of each plan was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability of the FRS plan was determined by an actuarial valuation as of July 1, 2023 and the net pension liability of the HIS plan was determined by an actuarial valuation as of July 1, 2022. The Town's proportion of the net pension liability was based on a projection of the Town's long-term share of contributions to the pension plan relative to the projected contributions of all participating governments, as actuarially determined. At June 30, 2023, the Town's FRS proportion was 0.043902725 percent, which was an increase of 0.000437840 percent from its proportion measured as of June 30, 2022 and the HIS proportion was 0.046394777 percent, which was a decrease of 0.001130000 percent from its proportion measured as of June 30, 2022.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO FRS AND HIS PENSIONS (CONTINUED)

For the year ended September 30, 2023, the Town recognized pension expense of \$6,317,842 for FRS and HIS. At September 30, 2023, the Town reported deferred outflows and inflows of resources related to FRS pensions from the following sources:

	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 1,642,521	\$ --
Changes in assumptions	1,140,394	--
Net difference between projected and actual investment earnings on pension plan investments	730,590	--
Changes in proportion and differences between employer contributions and proportional share of contributions	138,037	283,517
Town contributions subsequent to the measurement date	<u>642,180</u>	<u>--</u>
Total	\$ <u>4,293,722</u>	\$ <u>283,517</u>

At September 30, 2023, the Town reported deferred outflows and inflows of resources related to HIS pensions from the following sources:

	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 107,864	\$ 17,293
Changes in assumptions	193,705	638,471
Net difference between projected and actual investment earnings on pension plan investments	3,805	--
Changes in proportion and differences between employer contributions and proportional share of contributions	9,304	356,061
Town contributions subsequent to the measurement date	<u>101,267</u>	<u>--</u>
Total	\$ <u>415,945</u>	\$ <u>1,011,825</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO FRS AND HIS PENSIONS (CONTINUED)

Deferred outflows of resources related to FRS and HIS pensions of \$743,447 resulting from Town contributions subsequent to the measurement date of June 30, 2023, but prior to September 30, 2023, will be recognized as a reduction of the net pension liability in the subsequent year. Other amounts reported as deferred inflows/outflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30	FRS Amount	HIS Amount
2024	\$ 454,599	\$ (119,016)
2025	(213,964)	(94,912)
2026	2,849,048	(119,552)
2027	248,692	(178,929)
2028	53,895	(121,960)
Thereafter	<u>(24,245)</u>	<u>(62,778)</u>
Total	<u><u>\$ 3,368,025</u></u>	<u><u>\$ (697,147)</u></u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

ACTUARIAL ASSUMPTIONS

The total pension liability for FRS and HIS was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	FRS	HIS
Valuation date	July 1, 2023	July 1, 2022
Measurement date	June 30, 2023	June 30, 2023
Actuarial cost method	Individual Entry Age	Individual Entry Age
Amortization method	Level percent of pay, closed	Level percent of pay, closed
Amortization period	20/30 years	25/30 years
Asset valuation method	5 year smoothed	Fair value
Discount rate	6.70%	3.65%
Inflation	2.40%	2.40%
Salary increases, including inflation	3.25%	3.25%
Long-term expected rate of return, net of investment expenses	6.70%	N/A
Municipal bond rate	N/A	3.65%
Cost of living adjustments	3% pre-July 2011, 0% thereafter	N/A
Mortality rates	PUB-2010 base table with Scale MP-2018	PUB-2010 base table with Scale MP-2018

The actuarial assumptions that determined the total pension liability as of June 30, 2023, were based on the results of an actuarial experience study for the period July 1, 2013 to June 30, 2018.

Changes in Actuarial Assumptions: The municipal bond rate for HIS was increased from 3.54% for 2022 to 3.65% for 2023.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

LONG-TERM EXPECTED RATE OF RETURN

The long-term expected rate of return on FRS investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return of 6.7% by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class are as follows:

<u>Asset Class</u>	<u>Long-Term Real Rate of Return</u>
Cash	2.9%
Fixed income	4.5%
Global equity	8.7%
Real estate	7.6%
Private equity	11.9%
Strategic investments	6.3%

DISCOUNT RATE

The discount rate used to measure the total pension liability of FRS at June 30, 2023 was 6.7% for FRS and 3.65% for HIS. The FRS discount rate was based on the expected rate of return on FRS investments. The HIS discount rate was based on the municipal bond rate which was 3.65%, based on an index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rates and that member contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate. Based on those assumptions, the fiduciary net position of FRS was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on investments of FRS was applied to all periods of projected benefit payments to determine the projected total pension liability. Because HIS uses a pay-as-you-go funding structure, a municipal bond rate of 3.65% was used to determine the total pension liability.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

DISCOUNT RATE (CONTINUED)

Sensitivity of the Town's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following table presents the Town's proportionate share of the net pension liability of FRS and HIS at June 30, 2023, calculated using the current discount rate, as well as what the Town's proportionate share of the net pension liability/asset would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

FRS			HIS		
1%	Current	1.0%	1%	Current	1.0%
Decrease	Discount	Increase	Decrease	Discount	Increase
(5.7%)	Rate	(7.7%)	(2.65%)	Rate	(4.65%)
	(6.7%)			(3.65%)	
\$ 29,883,052	\$ 17,493,847	\$ 7,128,794	\$ 8,405,863	\$ 7,368,109	\$ 6,507,881

PENSION PLAN FIDUCIARY NET POSITION

Detailed information about the fiduciary net position of FRS is available in the separately issued FRS financial report, which is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com.

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

DESCRIPTION OF THE PLAN

The Town administers a single-employer defined benefit health care plan (the "Plan") that provides health care benefits to eligible retired employees and their beneficiaries. The Town Council has the authority to establish and amend the premiums for and the benefit provisions of the Plan. The Plan is financed on a "pay-as-you-go" basis and is not administered as a formal qualifying trust. The Plan does not issue a publicly available financial report.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

DESCRIPTION OF THE PLAN (CONTINUED)

The Town is required by Florida Statute 112.0801 to allow retirees to buy healthcare coverage at the same group insurance rates that current employees are charged, resulting in an implicit healthcare benefit. The State of Florida prohibits the Plan from separately rating retirees and active employees. The Plan therefore charges both groups an equal, blended rate premium. Although both groups are charged the same blended rate premium, GAAP requires the actuarial figures to be calculated using age adjusted premiums approximating claim costs for retirees separate from active employees. The use of age adjusted premiums results in the addition of the implicit rate subsidy into the actuarial accrued liability. Plan members receiving benefits contribute 100% of the monthly premium ranging from a minimum of \$913 for single coverage to a maximum of \$2,132 for single plus spousal coverage.

PLAN MEMBERSHIP

Membership in the Plan was comprised of the following at September 30, 2023, the date of the most recent actuarial valuation:

Active employees	382
Retirees and beneficiaries receiving benefits	15
Inactive employees	<u>--</u>
Total Members	<u><u>397</u></u>

TOTAL OPEB LIABILITY

The Town's total OPEB liability of \$1,079,328 was measured as of September 30, 2023, and was determined by an actuarial valuation dated October 1, 2023.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

ACTUARIAL METHODS AND SIGNIFICANT ASSUMPTIONS

The actuarial methods and significant assumptions used to determine the Town's total OPEB liability for the current year are summarized as follows:

Valuation date	October 1, 2023
Actuarial cost method	Entry Age Normal
Port-retirement benefit increases	None
Healthcare cost trend rates	6.0% per year initially, reduced annually by an ultimate rate of 4.5%
Amortization method	Level Percent of Projected Salary - Closed
Remaining amortization period	6.6 years
Asset valuation method	N/A ¹
Actuarial assumptions:	
Discounted rate	4.87% ²
Projected salary increases	3.50%
Mortality rates	PUB - 2010 mortality table with generational scale MP - 2021

(1) The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of September 30, 2023, the date of the most recent actuarial valuation.

(2) Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the *Bond Buyer 20-Bond GO Index*.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY

The changes in the total OPEB liability were as follows for the year ended September 30, 2023:

Total OPEB Liability at October 1, 2022	<u>\$ 1,037,096</u>
Changes for the Current Year	
Service cost	53,407
Interest	50,515
Difference between expected and actual experience	(12,273)
Change in assumptions or other inputs	14,308
Benefit payments	<u>(63,725)</u>
Net Changes	<u>42,232</u>
Total OPEB Liability at September 30, 2023	<u><u>\$ 1,079,328</u></u>

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate: The following table presents the total OPEB liability of the Town calculated using the current discount rate of 4.87%, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.87%) or one percentage point higher (5.87%) than the current rate:

1% Decrease (3.87%)	Current Discount Rate (4.87%)	1.0% Increase (5.87%)
<u>\$ 1,167,229</u>	<u>\$ 1,079,328</u>	<u>\$ 999,384</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY (CONTINUED)

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate: The following table presents the total OPEB liability of the Town calculated using the current healthcare cost trend rate of 6.0% decreasing to 4.5%, as well as what the total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower (5.0% decreasing to 3.5%) or one percentage point higher (7.0% decreasing to 5.5%) than the current rate:

1% Decrease (5.0% decreasing to 3.5%)	Current Trend Rate (6.0% decreasing to 4.5%)	1.0% Increase (7.0% decreasing to 5.5%)
<u>\$ 974,580</u>	<u>\$ 1,079,328</u>	<u>\$ 1,202,193</u>

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB

For the fiscal year ended September 30, 2023, the Town recognized OPEB expense of \$151,789. At September 30, 2023, the Town reported deferred inflows/outflows of resources related to OPEB from the following sources:

	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 23,742	\$ 1,444,073
Changes in assumptions or other inputs	<u>61,840</u>	<u>257,892</u>
Total	<u>\$ 85,582</u>	<u>\$ 1,701,965</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB (CONTINUED)

Amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Fiscal Year Ending September 30</u>	<u>Amount</u>
2024	\$ (255,711)
2025	(255,711)
2026	(255,711)
2027	(255,711)
2028	(249,656)
Thereafter	<u>(343,883)</u>
Total	<u>\$ (1,616,383)</u>

NOTE 12 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Town is also subject to risk of loss arising in the ordinary course of business, including, but not limited to, claims for damages for personal injuries, employment-related claims, and breach of contract. Commercial insurance is purchased for certain specialized insurance coverages, including, but not limited to property, equipment, general liability, automobile, professional liability, and workers compensation. The Town uses the General Fund to account for all commercial insurance and retained risks of loss.

On January 1, 2015, the Town entered into a partially self-insured health plan with a third-party administrator. The Town is partially self-insured up to a stop loss of \$150,000 per claim and has purchased excess insurance for claims exceeding the stop loss for individual and aggregate claims from Blue Cross and Blue Shield of Florida.

The Town has recorded a claims liability of \$235,719 (all current) at September 30, 2023. This claims liability reflects claims development for group health insurance. The liability falls within the actuarially determined range, from a valuation for all claims based upon the date the loss was incurred and includes a provision for claims incurred but not yet reported (IBNR).

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 12 – RISK MANAGEMENT (CONTINUED)

The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated annually to consider the effects of inflation, recent claim settlement trends (including frequency and amount of payouts), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries, such as those from subrogation, are also considered in the claims liability estimate. The following summarizes the claims liability activity for 2023:

Fiscal Year Ended September 30,	Beginning	Claims Expense	Claims Paid	Ending
2022	\$ 41,845	\$ 4,214,382	\$ (4,071,568)	\$ 184,659
2023	184,659	4,237,959	(4,186,899)	235,719

For each of the past three years, there have been no settlements that have exceeded the Town's insurance coverage. The claims liability at September 30, 2023 was all current.

As a political subdivision of the State of Florida, the Town has sovereign immunity under the Florida Constitution for tort actions. Therefore, in accordance with Chapter 768.28 Laws of Florida, the Town is not liable to pay a claim or judgment, or any portions thereof, which when totaled with all other claims or judgments paid by the State or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the aggregate sum of \$300,000. Chapter 768.28 also provides that judgments may be claimed or rendered in excess of these limits; however, these amounts must be reported to and approved by the Florida Legislature.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 13 – COMMITMENTS AND CONTINGENCIES

CONTRACT COMMITMENTS

The Town has uncompleted construction contracts for the Town's municipal complex, improvements to the water system, infrastructure and other improvements. The water system construction is funded primarily from capital contributions. General revenues and impact fees fund the municipal complex, infrastructure and other improvements. At September 30, 2023, the remaining commitments on all uncompleted contracts were \$12,665,498. The outstanding contract commitments at September 30, 2023, are summarized as follows:

	Contract Amount	Payments	Retainage Payable	Remaining Contract Communication
Capital Improvements Fund	\$ 21,893,317	\$ 16,005,133	\$ 670,152	\$ 5,218,032
Water System Fund	14,414,975	6,663,774	303,735	7,447,466
Stormwater Fund	<u>1,832,438</u>	<u>1,027,226</u>	<u>54,062</u>	<u>751,150</u>
	<u>\$ 38,140,730</u>	<u>\$ 23,696,133</u>	<u>\$ 1,027,949</u>	<u>\$ 13,416,648</u>

HARBOURSIDE TAX INCREMENT INCENTIVE AGREEMENT

The Harbourside Development ("Harbourside") is a project completed in 2014 and located on approximately 10 acres of waterfront property along the Intracoastal Waterway within the boundaries of the Town's Community Redevelopment Agency (CRA). Pursuant to State statutory authority for public-private partnerships to rehabilitate and develop properties within a Community Development Area, the Town's CRA entered into a tax incentive agreement with the Harbourside developer to provide a rebate of the tax increment funds received by the CRA in future years equal to 50% of the tax increment revenue from the economic development of the Harbourside property, up to \$350,000 annually, for a period of 15 years following completion. The Town paid \$560,657 in full settlement of the rebate liability to Harbourside in fiscal year 2023.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 13 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

COST SHARING AGREEMENT

The Town entered into an agreement with the Town of Palm Beach Gardens, Florida, (“PBG”) and the Town of Juno Beach, Florida, to share costs related to public safety dispatch services. The initial agreement was for a five-year period ending September 30, 2021. The agreement has been extended for an additional five-year period through September 30, 2026. The Dispatch Services are provided by PBG which operates the dispatch center. Each municipality’s share of the operating costs are based upon the percentage of each municipality’s population as compared to the total population of all the contracting municipalities being served. The Town’s costs related to the agreement were approximately \$2,318,000 for the fiscal year ended September 30, 2023.

ECONOMIC DEVELOPMENT LOAN GUARANTEES

In 2006, the Town established a \$3 million economic development initiative to assist biotechnology businesses in relocating to or expanding in northern Palm Beach County and generating jobs for north county residents. The Town’s program provides direct loans and loan guarantees to qualifying companies. Generally, the companies negotiate financing for their proposed project with a participating local financial institution and the Town provides a loan guarantee in the form of a certificate of deposit pledged by the Town to the financial institution. The lender has the right to immediately draw against the pledged certificate of deposit in the event of a default by the borrower with the covenants and obligations of the loan. At September 30, 2023, the Town had pledged certificates of deposit totaling approximately \$1,176,000 to a financial institution as collateral for outstanding loan guarantees of approximately \$461,000 under the economic development program. The outstanding loan guarantees expire through 2025, at which time the pledged certificates of deposit mature and the funds will be released to the Town.

INFRASTRUCTURE EQUITY

Beginning in 2012, the Town entered into agreements with various homeowner associations (HOA) for the maintenance of certain rights of way including streets, sidewalks and storm drainage infrastructure items within the HOA developments. The HOAs transferred title of these infrastructure right of way assets to the Town, which were recognized as contributed capital and capital assets. The HOAs agreed to make payments to the Town annually over a period of 4 to 10 years, in amounts ranging from \$2,465 to \$33,025 to compensate the Town for the cost of maintaining the right of way assets.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 13 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

LITIGATION

The Town is a defendant in lawsuits arising in the ordinary course of normal operations. Although the ultimate outcome of these lawsuits cannot be determined at the present time, it is the opinion of management based upon consultation with legal counsel, that the outcome of these actions will not materially affect the financial position of the Town.

NOTE 14 – SUBSEQUENT EVENTS

The Town has an interlocal agreement with Palm Beach County (“PBC”) for the delivery of fire and EMS services within Town boundaries. The interlocal agreement ended on September 30, 2023. A revised interlocal agreement was reached between the Town and Palm Beach County Fire Rescue (“PBCFR”) in April 2023 for a three-year extension of interlocal agreement through September 30, 2026.

In August 2023, the Town Council voted to start its own fire department. The Town exercised the 36-month termination clause option that was in the interlocal agreement with PBCFR. In January 2024, the Town hired a fire chief to create the Town’s fire department. The Town has developed a funding plan for the new fire department that involves a combination of funding sources including use of the Town’s reserves, some financed debt, and ad valorem taxes and a non-ad valorem assessment when the fire department goes into operations. Town management believes that the amount of ad valorem taxes and non-ad valorem assessment dollars required to start-up and operate the Town’s fire department will be less than the amount of ad valorem taxes being levied by PBC currently and in future years.

In January 2024, the Town completed the building of a new \$24.7 million Town Hall building.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE GENERAL FUND - GAAP BASIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final	Amounts	
Taxes	\$ 36,571,566	\$ 36,571,566	\$ 37,618,379	\$ 1,046,813
Franchise fees	5,067,000	5,067,000	6,291,831	1,224,831
Licenses and permits	75,000	75,000	94,105	19,105
Intergovernmental revenue	8,457,697	8,843,009	10,542,329	1,699,320
Charges for services	8,781,907	8,793,833	8,983,557	189,724
Cost allocation	3,076,160	3,076,160	3,076,160	--
Fines and forfeitures	223,000	223,000	296,391	73,391
Investment earnings	138,267	138,267	3,273,308	3,135,041
Donations	18,000	18,000	24,100	6,100
Miscellaneous	210,300	218,103	478,909	260,806
Total Revenues	62,618,897	63,023,938	70,679,069	7,655,131
Other Financing Sources				
Sale of capital assets	--	14,513	70,408	55,895
Subscription based financing arrangements	--	--	3,444,097	3,444,097
Appropriated fund balance	555,634	1,268,055	--	(1,268,055)
Transfers In	500,000	500,000	--	(500,000)
Total Other Financing Sources	1,055,634	1,782,568	3,514,505	1,731,937
Total Revenues and Other Financing Sources	\$ 63,674,531	\$ 64,806,506	\$ 74,193,574	\$ 9,387,068

(Continued)

See notes to budgetary comparison schedule.

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE GENERAL FUND - GAAP BASIS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
General Government				
Town Council				
Personal services	\$ 36,092	\$ 42,808	\$ 56,987	\$ (14,179)
Operating expenditures	173,949	161,318	161,268	50
Donations	50,000	55,915	55,915	--
	260,041	260,041	274,170	(14,129)
Town Manager				
Personal services	951,263	915,004	783,773	131,231
Operating expenditures	25,000	28,869	27,311	1,558
	976,263	943,873	811,084	132,789
Town Clerk				
Personal services	525,475	525,475	511,610	13,865
Operating expenditures	225,250	225,622	40,629	184,993
	750,725	751,097	552,239	198,858
Neighborhood				
Personal services	361,398	361,398	288,958	72,440
Operating expenditures	86,880	94,341	45,650	48,691
	448,278	455,739	334,608	121,131
External Affairs				
Personal services	617,279	584,889	544,173	40,716
Operating expenditures	236,676	236,676	203,047	33,629
	853,955	821,565	747,220	74,345
Finance				
Personal services	1,104,853	1,129,119	1,134,907	(5,788)
Operating expenditures	67,628	43,362	22,627	20,735
	1,172,481	1,172,481	1,157,534	14,947
Town Attorney				
Operating expenditures	450,000	450,000	359,439	90,561

(Continued)

See notes to budgetary comparison schedule.

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE GENERAL FUND - GAAP BASIS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Information Systems				
Personal services	\$ 1,742,233	\$ 1,637,532	\$ 1,584,464	\$ 53,068
Operating expenditures	1,676,945	1,817,239	1,401,802	415,437
Capital outlay	--	--	479,774	(479,774)
Debt service	--	--	170,885	(170,885)
	<u>3,419,178</u>	<u>3,454,771</u>	<u>3,636,925</u>	<u>(182,154)</u>
Human Resources				
Personal services	650,798	780,358	705,329	75,029
Operating expenditures	<u>214,065</u>	<u>248,065</u>	<u>193,050</u>	<u>55,015</u>
	864,863	1,028,423	898,379	130,044
Planning and Zoning				
Personal services	1,986,882	1,988,526	1,775,427	213,099
Operating expenditures	<u>529,762</u>	<u>535,672</u>	<u>291,450</u>	<u>244,222</u>
	2,516,644	2,524,198	2,066,877	457,321
Other General Government				
Personal services	10,000	10,000	3,300	6,700
Operating expenditures	<u>11,323,065</u>	<u>10,589,729</u>	<u>10,101,174</u>	<u>488,555</u>
	11,333,065	10,599,729	10,104,474	495,255
Total General Government	<u>23,045,493</u>	<u>22,461,917</u>	<u>20,942,949</u>	<u>1,518,968</u>
Public Safety				
Code Compliance				
Personal services	766,186	766,186	635,255	130,931
Operating expenditures	<u>105,497</u>	<u>105,497</u>	<u>61,508</u>	<u>43,989</u>
	871,683	871,683	696,763	174,920
Police				
Personal services	21,223,971	22,334,880	21,973,548	361,332
Operating expenditures	4,929,204	4,776,884	4,352,066	424,818
Capital Outlay	12,000	100,781	3,065,103	(2,964,322)
Debt service	<u>-</u>	<u>-</u>	<u>345,021</u>	<u>(345,021)</u>
	26,165,175	27,212,545	29,735,738	(2,523,193)
Total Public Safety	<u>27,036,858</u>	<u>28,084,228</u>	<u>30,432,501</u>	<u>(2,348,273)</u>

(Continued)

See notes to budgetary comparison schedule.

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE GENERAL FUND - GAAP BASIS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Engineering and Public Works				
Engineering				
Personal services	\$ 1,466,025	\$ 1,466,025	\$ 1,350,170	\$ 115,855
Operating expenditures	129,200	156,795	63,023	93,772
Capital outlay	<u>28,500</u>	<u>29,647</u>	<u>29,647</u>	<u>--</u>
	1,623,725	1,652,467	1,442,840	209,627
Public Works				
Personal services	4,228,516	4,259,960	3,891,001	368,959
Operating expenditures	3,075,499	3,157,785	2,925,535	232,250
Capital outlay	<u>266,900</u>	<u>558,978</u>	<u>316,509</u>	<u>242,469</u>
	7,570,915	7,976,723	7,133,045	843,678
Total Engineering and Public Works	<u>9,194,640</u>	<u>9,629,190</u>	<u>8,575,885</u>	<u>1,053,305</u>
Culture and Recreation				
Parks and Recreation				
Personal services	2,127,635	2,099,495	2,020,382	79,113
Operating expenditures	1,215,705	1,207,768	981,525	226,243
Capital outlay	<u>204,200</u>	<u>286,408</u>	<u>36,892</u>	<u>249,516</u>
Total Culture and Recreation	<u>3,547,540</u>	<u>3,593,671</u>	<u>3,038,799</u>	<u>554,872</u>
Total Expenditures	<u>62,824,531</u>	<u>63,769,006</u>	<u>62,990,134</u>	<u>778,872</u>
Other Financing Uses				
Transfers Out	<u>850,000</u>	<u>1,037,500</u>	<u>1,037,500</u>	<u>--</u>
	850,000	1,037,500	1,037,500	--
Total Expenditures and Other Financing Uses	<u>63,674,531</u>	<u>64,806,506</u>	<u>64,027,634</u>	<u>778,872</u>
Net Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 10,165,940</u>	<u>\$ 10,165,940</u>
Reconciliation to GAAP Basis Statements				
Insurance reimbursements over expenditures			<u>1,482,521</u>	
Net Change in Fund Balance - GAAP Basis			<u>\$ 11,648,461</u>	

See notes to budgetary comparison schedules.

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE COMMUNITY REDEVELOPMENT FUND - GAAP BASIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Taxes	\$ 2,756,979	\$ 2,756,979	\$ 2,748,541	\$ (8,438)
Charges for services	91,415	91,415	101,951	10,536
Investment earnings	1,000	1,000	33,251	32,251
Miscellaneous	--	--	143,853	143,853
Total Revenues	<u>2,849,394</u>	<u>2,849,394</u>	<u>3,027,596</u>	<u>178,202</u>
Expenditures				
General government				
Operating expenditures	1,738,127	2,973,568	1,078,716	1,894,852
Capital outlay	318,000	1,647,594	155,835	1,491,759
Contingency				
Interest and fiscal charges	<u>111,771</u>	<u>111,771</u>	<u>111,771</u>	<u>--</u>
Total Expenditures	<u>2,167,898</u>	<u>4,732,933</u>	<u>1,346,322</u>	<u>3,386,611</u>
Excess of Revenues Over (Under) Expenditures	681,496	(1,883,539)	1,681,274	3,564,813
Other Financing Sources (Uses)				
Transfers out	(681,496)	(681,496)	--	681,496
Appropriated fund balance	<u>--</u>	<u>2,565,035</u>	<u>--</u>	<u>(2,565,035)</u>
Total Other Financing Sources (Uses)	<u>(681,496)</u>	<u>1,883,539</u>	<u>--</u>	<u>(1,883,539)</u>
Net Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 1,681,274</u>	<u>\$ 1,681,274</u>

See notes to budgetary comparison schedules.

TOWN OF JUPITER, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – BUDGETARY ACCOUNTING

Annual budgets are adopted on the modified accrual basis of accounting consistent with U.S. generally accepted accounting principles for the General Fund, Community Redevelopment Fund, all debt service funds and the Capital Improvements Fund. The budgets represent departmental appropriations as authorized by Town ordinance. Expenditures may not legally exceed budgeted appropriations at the department level. The Town Manager has the authority to approve all budget transfers within a department. Budget transfers between departments and transfers involving appropriation of additional revenues require the approval of the Town Council. Accordingly, the Town's legal level of budgetary control is at the department level.

For the fiscal year ended September 30, 2023, supplemental budget appropriations of expenditures of \$944,475 for the General Fund and \$2,565,035 for the Community Redevelopment Fund were approved by the Town Council during the year. In addition, the General Fund had a supplemental budget appropriation of other financing uses of \$187,500. Total expenditures may not legally exceed total fund appropriations including any budgeted fund balance from prior years. All annual appropriations lapse at year end. The budget amounts presented reflect the original budget and the amended budget based on legally authorized revisions to the original budget during the year.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriations, is employed as an extension of formal budgetary control in the General Fund. Encumbrances lapse at year end and become obligations of the subsequent year's budget. At September 30, 2023, the Town had commitments related to unperformed contracts, which have been re-appropriated in the 2022 annual budget. These amounts are not included in the current year's expenditures as reported in the budgetary comparison schedules.

NOTE 2 – BUDGET AND ACTUAL COMPARISONS

The budgetary comparison schedule for the General Fund is prepared under the GAAP basis of accounting used in preparing the appropriated budget, except that the Town's self-insurance operations accounted for in the GAAP basis General Fund financial statements are not budgeted in the General Fund. As a result, the expenditures reported in the General Fund budgetary comparison schedule differ from that reported on the GAAP basis by the amount that insurance expenditures exceeded related insurance reimbursements.

TOWN OF JUPITER, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 2 – BUDGET AND ACTUAL COMPARISONS (CONTINUED)

The budgetary comparison schedule for the Community Redevelopment Fund is prepared under the GAAP basis of accounting used in preparing the appropriated budget. As a result, the revenue and expenditures reported in the budgetary comparison schedule for the Community Redevelopment Fund agree with that reported on the GAAP basis.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS MUNICIPAL OFFICERS' RETIREMENT TRUST

LAST TEN FISCAL YEARS

	Measurement Date September 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability										
Service cost	\$ 2,658,201	\$ 2,524,866	\$ 2,651,840	\$ 2,557,724	\$ 2,406,524	\$ 2,521,070	\$ 2,582,297	\$ 2,364,103	\$ 2,342,424	\$ 2,331,725
Interest	7,620,572	7,224,193	6,940,564	6,654,336	6,173,634	5,878,440	5,599,862	5,122,104	4,813,173	4,566,837
Changes of benefit terms	385,313	224,239	176,391	194,383	175,084	132,470	20,996	119,360	--	--
Differences between expected and actual experience	1,273,929	823,152	(111,593)	(136,862)	1,019,990	(986,328)	(1,242,300)	1,544,666	(51,881)	(1,448,507)
Changes of assumptions	--	--	1,971,172	(430,685)	885,877	850,361	44,485	--	(428,678)	53,064
Benefit payments, including refunds	(5,406,127)	(4,956,534)	(4,433,605)	(2,976,321)	(3,159,357)	(3,251,402)	(3,201,705)	(2,712,827)	(2,334,850)	(2,013,388)
Net Change in Total Pension Liability	6,531,888	5,839,916	7,194,769	5,862,575	7,501,752	5,144,611	3,803,635	6,437,406	4,340,188	3,489,731
Total Pension Liability - Beginning of Fiscal Year	109,451,763	103,611,847	96,417,078	90,554,503	83,052,751	77,908,140	74,104,505	67,667,099	63,326,911	59,837,180
Total Pension Liability - End of Fiscal Year (a)	<u>\$ 115,983,651</u>	<u>\$ 109,451,763</u>	<u>\$ 103,611,847</u>	<u>\$ 96,417,078</u>	<u>\$ 90,554,503</u>	<u>\$ 83,052,751</u>	<u>\$ 77,908,140</u>	<u>\$ 74,104,505</u>	<u>\$ 67,667,099</u>	<u>\$ 63,326,911</u>
Plan Fiduciary Net Position										
Contributions										
Employer	\$ 2,271,218	\$ 2,597,168	\$ 2,661,412	\$ 2,308,308	\$ 2,346,166	\$ 2,476,765	\$ 2,211,161	\$ 2,251,726	\$ 2,374,127	\$ 2,431,252
State of Florida	996,558	835,484	787,636	805,628	786,329	743,715	632,241	730,605	559,470	527,943
Plan members	1,224,971	1,057,854	1,050,767	1,086,504	1,043,638	991,404	975,895	903,805	783,141	666,691
Net investment income (loss)	7,907,463	(20,244,276)	18,039,655	8,387,386	4,629,836	4,933,798	6,163,642	4,860,116	(1,126,145)	4,769,815
Benefit payments, including refunds	(5,406,127)	(4,956,534)	(4,433,605)	(2,976,321)	(3,159,357)	(3,251,402)	(3,201,705)	(2,712,827)	(2,334,850)	(2,013,388)
Administration expense	(141,817)	(146,502)	(139,996)	(148,946)	(139,405)	(142,815)	(133,665)	(143,660)	(130,608)	(124,608)
Net Change in Plan Fiduciary Net Position	6,852,266	(20,856,806)	17,965,869	9,462,559	5,507,207	5,751,465	6,647,569	5,889,765	125,135	6,257,705
Plan Fiduciary Net Position - Beginning of Fiscal Year	87,435,836	108,292,642	90,326,773	80,864,214	75,357,007	69,605,542	62,957,973	57,068,208	56,943,073	50,685,368
Plan Fiduciary Net Position - End of Fiscal Year (b)	<u>\$ 94,288,102</u>	<u>\$ 87,435,836</u>	<u>\$ 108,292,642</u>	<u>\$ 90,326,773</u>	<u>\$ 80,864,214</u>	<u>\$ 75,357,007</u>	<u>\$ 69,605,542</u>	<u>\$ 62,957,973</u>	<u>\$ 57,068,208</u>	<u>\$ 56,943,073</u>
Net Pension Liability (Asset) - End of Fiscal Year [(a)-(b)]	<u>\$ 21,695,549</u>	<u>\$ 22,015,927</u>	<u>\$ (4,680,795)</u>	<u>\$ 6,090,305</u>	<u>\$ 9,690,289</u>	<u>\$ 7,695,744</u>	<u>\$ 8,302,598</u>	<u>\$ 11,146,532</u>	<u>\$ 10,598,891</u>	<u>\$ 6,383,838</u>
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	81.3%	79.9%	104.5%	93.7%	89.3%	90.7%	89.3%	85.0%	84.3%	89.9%
Covered Payroll	<u>\$ 11,702,410</u>	<u>\$ 10,578,535</u>	<u>\$ 10,507,659</u>	<u>\$ 10,865,023</u>	<u>\$ 10,407,005</u>	<u>\$ 9,612,905</u>	<u>\$ 9,725,993</u>	<u>\$ 9,049,623</u>	<u>\$ 7,983,304</u>	<u>\$ 7,557,207</u>
Net Pension Liability (Asset) as a Percentage of Covered Payroll	185.4%	208.1%	-44.5%	56.1%	93.1%	80.1%	85.4%	123.2%	132.8%	84.5%

Notes to Schedule:

Effective with the October 1, 2015 actuarial valuation, the mortality table was revised to the mortality assumption used for special risk employees of the Florida Retirement System (FRS). FRS updated its mortality table in 2020 and MPORT revised its mortality assumption accordingly effective with its October 1, 2020 actuarial valuation.

Payroll growth rate changed from 1.8% to 1.4% effective with the October 1, 2017 actuarial valuation and to zero with the October 1, 2018 actuarial valuation.

The investment rate of return changed from 7.5% to 7.4% effective with the October 1, 2018 actuarial valuation and was reduced to 7.3% with the October 1, 2019 actuarial valuation and reduced again to 7.2% with the October 1, 2020 actuarial valuation and reduced to 7.0% with the October 1, 2021 actuarial valuation.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF TOWN CONTRIBUTIONS - MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST

LAST TEN FISCAL YEARS

	Fiscal Year Ended September 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	\$ 2,271,218	\$ 2,597,168	\$ 2,661,412	\$ 2,308,308	\$ 2,346,166	\$ 2,476,765	\$ 2,159,386	\$ 2,168,424	\$ 2,297,194	\$ 2,426,404
Contributions in relation to actuarially determined contribution	2,271,218	2,597,168	2,661,412	2,308,308	2,346,166	2,476,765	2,211,161	2,251,726	2,374,127	2,431,252
Contribution deficiency (excess)	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ (51,775)	\$ (83,302)	\$ (76,933)	\$ (4,848)
Covered payroll	\$ 11,702,410	\$ 10,578,535	\$ 10,507,659	\$ 10,865,023	\$ 10,407,005	\$ 9,612,905	\$ 9,725,993	\$ 9,049,623	\$ 7,983,304	\$ 7,557,207
Contributions as a percentage of covered payroll	19.4%	24.6%	25.3%	21.2%	22.5%	25.8%	22.7%	24.9%	29.7%	32.2%

Notes to Schedule:

Actuarial valuation date:

10/1/2021

Actuarially determined contribution rates are calculated at October 1st, two years prior to the end of the fiscal year in which the contributions are paid.

Significant methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal
Amortization method	Level Dollar
Amortization period:	
Gains and losses	20 years
Assumption, method and plan changes	20 years
Asset valuation method	5 Year Smoothed
Inflation, per year	2.50%
Salary increases (with inflation), per year	5% - 12.27%
Investment rate of return (net of expenses, with inflation), per year	7.0%
Payroll growth	0.0%
Cost of living adjustments	3.0%
Retirement age - Tier One unisex rates	
Each year member is eligible for early retirement	5%
Year in which member attains normal retirement	80%
Each of the four years following normal retirement date	40%
Fifth year following normal retirement date	100%

Retirement age - Tier Two members are assumed to retire at a rate of 100% upon reaching unreduced benefit eligibility (the earlier of (1) age 55 with 10 years of service, (2) rule of 70, but not earlier than age 50, or (3) at 22 years of service for DROP entry.

Mortality Florida Retirement System (FRS) Special Risk employees' table

TOWN OF JUPITER, FLORIDA

SCHEDULE OF MONEY-WEIGHTED RATE OF RETURN MUNICIPAL POLICE OFFICERS' RETIREMENT FUND

LAST TEN FISCAL YEARS

<u>Fiscal Year Ended September 30,</u>	<u>Money- Weighted Rate of Return</u>
2023	9.5%
2022	-18.7%
2021	20.5%
2020	10.7%
2019	6.3%
2018	7.5%
2017	10.2%
2016	8.9 %
2015	-1.5%
2014	9.9%

Notes to Schedule:

The money-weighted rate of return considers the changing amounts estimated as invested during a period and weights the amount of pension plan investments by the proportion of time they are available to earn a return during that period. Cash flows are estimated on a monthly basis and are assumed to occur at the beginning of each month. Cash inflows are netted with cash outflows, resulting in a net cash flow in each month. The money-weighted rate of return is calculated net of investment expenses.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY FLORIDA RETIREMENT SYSTEM (FRS) PENSION PLAN

LAST TEN FISCAL YEARS

	Measurement Date June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Town's proportion of the net pension liability	<u>0.043902725%</u>	<u>0.043464885%</u>	<u>0.044834791%</u>	<u>0.044583895%</u>	<u>0.044715658%</u>	<u>0.045472054%</u>	<u>0.045483477%</u>	<u>0.042422942%</u>	<u>0.039923440%</u>	<u>0.039309510%</u>
Town's proportionate share of the net pension liability	<u>\$ 17,493,847</u>	<u>\$ 16,172,430</u>	<u>\$ 3,386,759</u>	<u>\$ 19,323,317</u>	<u>\$ 15,399,450</u>	<u>\$ 13,696,418</u>	<u>\$ 13,453,707</u>	<u>\$ 10,711,826</u>	<u>\$ 5,156,648</u>	<u>\$ 2,418,071</u>
Town covered payroll	<u>\$ 18,407,117</u>	<u>\$ 17,339,619</u>	<u>\$ 17,237,437</u>	<u>\$ 17,553,761</u>	<u>\$ 17,045,381</u>	<u>\$ 16,833,609</u>	<u>\$ 16,715,630</u>	<u>\$ 15,116,119</u>	<u>\$ 13,301,876</u>	<u>\$ 13,496,363</u>
Town's proportionate share of the net pension liability as a percentage of Town covered payroll	<u>95.04%</u>	<u>93.27%</u>	<u>19.65%</u>	<u>110.08%</u>	<u>90.34%</u>	<u>81.36%</u>	<u>80.49%</u>	<u>70.86%</u>	<u>38.77%</u>	<u>17.92%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>82.38%</u>	<u>82.69%</u>	<u>96.40%</u>	<u>78.80%</u>	<u>82.60%</u>	<u>84.26%</u>	<u>83.90%</u>	<u>84.90%</u>	<u>92.00%</u>	<u>96.10%</u>

Notes to Schedule:

Actuarial valuation date	7/1/2023
Actuarial measurement date	6/30/2023
Significant actuarial methods and assumptions used to determine contribution rates:	
Actuarial cost method	Individual Entry Age
Amortization method	Level Percent of Payroll, Closed
Amortization period:	
Gains and losses	25/30 years
Assumption, method and plan changes	25/30 years
Asset valuation method	Fair Value
	5-year smoothed
Inflation, per year	2.40%
Salary increases (with inflation), per year	3.25%
Investment rate of return (net of expenses, with inflation), per year	6.70%
Payroll growth	3.25%
Cost of living adjustments	3.0% pre-July 2011
	0% thereafter
Retirement age	Varies by tier and member class
Mortality	
2019-2020	PUB-2010
	base table with Scale MP-2018
2014 through 2018	RP-2000
	Mortality Table
	Projection Scale BB

TOWN OF JUPITER, FLORIDA

SCHEDULE OF TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY FLORIDA RETIREE HEALTH INSURANCE SUBSIDY (HIS) TRUST FUND

LAST TEN FISCAL YEARS

	Measurement Date June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Town's proportion of the net pension liability	<u>0.046394777%</u>	<u>0.047524777%</u>	<u>0.048460192%</u>	<u>0.050585147%</u>	<u>0.050960206%</u>	<u>0.051527758%</u>	<u>0.052350980%</u>	<u>0.048949110%</u>	<u>0.044077343%</u>	<u>0.044449227%</u>
Town's proportionate share of the net pension liability	<u>7,368,109</u>	<u>5,033,633</u>	<u>5,944,371</u>	<u>\$ 6,176,364</u>	<u>\$ 5,701,937</u>	<u>\$ 5,453,756</u>	<u>\$ 5,597,608</u>	<u>\$ 5,704,816</u>	<u>\$ 4,495,196</u>	<u>\$ 4,200,386</u>
Town covered payroll	<u>\$ 18,407,117</u>	<u>\$ 17,339,619</u>	<u>\$ 17,237,437</u>	<u>\$ 17,553,761</u>	<u>\$ 17,045,381</u>	<u>\$ 16,833,609</u>	<u>\$ 16,715,630</u>	<u>\$ 15,116,119</u>	<u>\$ 13,301,876</u>	<u>\$ 13,496,363</u>
Town's proportionate share of the net pension liability as a percentage of Town covered payroll	<u>40.03%</u>	<u>29.03%</u>	<u>34.49%</u>	<u>35.19%</u>	<u>33.45%</u>	<u>32.40%</u>	<u>33.49%</u>	<u>37.74%</u>	<u>33.79%</u>	<u>31.12%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>4.12%</u>	<u>4.81%</u>	<u>3.56%</u>	<u>3.00%</u>	<u>2.60%</u>	<u>2.15%</u>	<u>1.60%</u>	<u>1.00%</u>	<u>0.50%</u>	<u>1.00%</u>

Notes to Schedule:

Actuarial valuation date	7/1/2022
Actuarial measurement date	6/30/2023
Significant actuarial methods and assumptions used to determine contribution rates:	
Actuarial cost method	Individual Entry Age
Amortization method	Level Percent of Payroll, Closed
Amortization period:	
Gains and losses	25/30 years
Assumption, method and plan changes	25/30 years
Asset valuation method	Fair Value
Inflation, per year	2.40%
Salary increases (with inflation), per year	3.25%
Investment rate of return (net of expenses, with inflation), per year	N/A
Payroll growth	3.65%
Cost of living adjustments	N/A
Retirement age	N/A
Mortality	PUB-2010 base table with Scale MP-2018

TOWN OF JUPITER, FLORIDA

SCHEDULE OF TOWN CONTRIBUTIONS

FLORIDA RETIREMENT SYSTEM FRS AND HIS PLANS

LAST TEN FISCAL YEARS

	Fiscal Year Ended September 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Florida Retirement System (FRS)										
Contractually required Town contribution	\$ 2,214,751	\$ 1,968,159	\$ 1,741,284	\$ 1,539,089	\$ 1,406,460	\$ 1,319,143	\$ 1,160,342	\$ 1,082,756	\$ 997,371	\$ 868,086
Contributions in relation to the contractually required Town contribution	<u>2,214,751</u>	<u>1,968,159</u>	<u>1,741,284</u>	<u>1,539,089</u>	<u>1,406,460</u>	<u>1,319,143</u>	<u>1,160,342</u>	<u>1,082,756</u>	<u>997,371</u>	<u>868,086</u>
Contribution deficiency (excess)	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
Town covered payroll	<u>\$ 18,781,269</u>	<u>\$ 18,113,117</u>	<u>\$ 17,237,456</u>	<u>\$ 17,537,332</u>	<u>\$ 17,135,908</u>	<u>\$ 16,861,444</u>	<u>\$ 16,392,069</u>	<u>\$ 15,373,489</u>	<u>\$ 13,944,152</u>	<u>\$ 13,121,419</u>
Contributions as a percentage of Town covered payroll	<u>11.79%</u>	<u>10.87%</u>	<u>10.10%</u>	<u>8.78%</u>	<u>8.21%</u>	<u>7.82%</u>	<u>7.08%</u>	<u>7.04%</u>	<u>7.15%</u>	<u>6.62%</u>
Florida Retiree Health Insurance Subsidy (HIS)										
Contractually required Town contribution	\$ 328,287	\$ 300,131	\$ 284,928	\$ 291,177	\$ 284,545	\$ 279,839	\$ 271,789	\$ 255,186	\$ 191,501	\$ 153,890
Contributions in relation to the contractually required Town contribution	<u>328,287</u>	<u>300,131</u>	<u>284,928</u>	<u>291,177</u>	<u>284,545</u>	<u>279,839</u>	<u>271,789</u>	<u>255,186</u>	<u>191,501</u>	<u>153,890</u>
Contribution deficiency (excess)	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
Town covered payroll	<u>\$ 18,781,269</u>	<u>\$ 18,113,117</u>	<u>\$ 17,237,456</u>	<u>\$ 17,537,332</u>	<u>\$ 17,135,908</u>	<u>\$ 16,861,444</u>	<u>\$ 16,392,069</u>	<u>\$ 15,373,489</u>	<u>\$ 13,944,152</u>	<u>\$ 13,121,419</u>
Contributions as a percentage of Town covered payroll	<u>1.75%</u>	<u>1.66%</u>	<u>1.65%</u>	<u>1.66%</u>	<u>1.66%</u>	<u>1.66%</u>	<u>1.66%</u>	<u>1.66%</u>	<u>1.37%</u>	<u>1.17%</u>

TOWN OF JUPITER, FLORIDA

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS

LAST SIX FISCAL YEARS

	Measurement Date September 30,					
	2023	2022	2021	2020	2019	2018
Total OPEB Liability						
Service cost	\$ 53,407	\$ 79,415	\$ 78,290	\$ 64,501	\$ 174,529	\$ 167,430
Interest	50,515	29,866	28,387	140,341	135,725	118,110
Changes of benefit terms	--	--	--	--	--	--
Differences between expected and actual experience	(12,273)	32,702	(57,763)	(2,247,613)	--	--
Changes in assumptions and other inputs	14,308	(212,334)	(5,382)	78,844	--	(209,355)
Benefit payments	(63,725)	(83,926)	(116,035)	(35,227)	(147,509)	(124,180)
Net Change in Total OPEB Liability	42,232	(154,277)	(72,503)	(1,999,154)	162,745	(47,995)
Total OPEB liability - Beginning of Fiscal Year	<u>1,037,096</u>	<u>1,191,373</u>	<u>1,263,876</u>	<u>3,263,030</u>	<u>3,100,285</u>	<u>3,148,280</u>
Total OPEB liability - End of Fiscal Year	<u>\$ 1,079,328</u>	<u>\$ 1,037,096</u>	<u>\$ 1,191,373</u>	<u>\$ 1,263,876</u>	<u>\$ 3,263,030</u>	<u>\$ 3,100,285</u>
Town Covered Employee Payroll	<u>\$ 29,329,050</u>	<u>\$ 27,563,802</u>	<u>\$ 27,745,096</u>	<u>\$ 29,850,528</u>	<u>\$ 28,776,378</u>	<u>\$ 27,676,807</u>
Total OPEB Liability as a Percentage of Town Covered Employee Payroll	<u>3.70%</u>	<u>3.80%</u>	<u>4.30%</u>	<u>4.20%</u>	<u>11.30%</u>	<u>11.20%</u>

Notes to Schedule:

Information prior to adoption of GASB Statement No. 75 in fiscal year 2018 is not available.

The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of the date of the most recent valuation. Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the Bond Buyer 20-Bond GO Index.

Changes in actuarial assumptions:

Changes of assumptions and other inputs reflect the effects of changes in the discount rate each year. The following are the discount rates used for each fiscal year:

2023	4.87%
2022	4.87%
2022	4.77%
2021	2.43%
2020	2.21%
2019	4.24%
2018	4.24%

**COMBINING FUND FINANCIAL STATEMENTS AND
INDIVIDUAL FUND BUDGETARY COMPARISON
SCHEDULES**

NONMAJOR GOVERNMENTAL FUND

Special Revenue Funds - Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than major capital projects) requiring separate accounting because of legal or regulatory provisions or administrative action.

Road Impact Fee Fund – This fund accounts for all road impact fees collected, investment earnings and the expenditure of these funds, which are used solely for the purpose of constructing or improving roads, streets, highways and bridges in the Jupiter road network system.

Recreation Impact Fee Fund – This fund accounts for recreation impact fees collected, investment earnings and the expenditure of these funds, which are used solely for capital facility costs for parks and recreation facilities to serve new development.

Police Impact Fee Fund – This fund accounts for police impact fees collected, investment earnings and the expenditure of these funds, which are used solely for new police related capital improvement costs that add capacity to serve new development.

Law Enforcement Grant Fund – This fund accounts for Local Law Enforcement Block Grant funds, the related investment earnings and the expenditure of these funds, which are used solely for projects to reduce crime and improve public safety.

Law Enforcement Fund – This fund accounts for revenue received from confiscated and forfeited properties from cases involving the Town's police department. Expenditures from this fund are generally for police education and training programs and equipment.

Infrastructure Surtax Fund – This fund accounts for the distributions received from the State of Florida for the Local Infrastructure Sales Surtax that are to be used for infrastructure capital improvement projects.

Workforce Housing Trust Fund – This fund accounts for fees and expenditures relating to the Town's workforce housing program.

Fire Rescue Department Fund – This fund accounts for costs associated with establishing the Jupiter Fire Rescue Department.

Canal Trimming Fund – This fund accounts for the levy and collection of a non-ad valorem assessment for biennial vegetative trimming of the privately-owned canals in and around Jupiter River Estates. These funds are collected by special assessment of benefitting property owners. Proceeds are received from the Palm Beach County Tax Collector via the annual property tax collection process.

Debt Service Funds - Debt Service Funds are used to account for assets held for the repayment of principal and interest on debt reported in the governmental fund financial statements.

Debt Service Fund – This fund accounts for dedicated property tax revenues and the related interest earnings that are used for payments of principal, interest and related fiscal charges on the \$3,380,000 General Obligation Bonds, (Land Acquisition Bonds), Series 2021 and \$4,505,858 General Obligation Bonds, (Refunding Bonds), Series 2021.

TOWN OF JUPITER, FLORIDA

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	Special Revenue								Debt Service	Total
	Road	Recreation	Police	Law	Law	Infrastructure	Workforce	Fire Rescue	Canal	
	Impact Fee	Impact Fee	Impact Fee	Enforcement	Enforcement	Surtax	Housing	Department	Trimming	Nonmajor
	Fund	Fund	Fund	Grant	Fund	Fund	Trust	Fund	Fund	Governmental
	Fund	Fund	Fund	Fund	Fund	Fund	Fund	Fund	Fund	Funds
Assets										
Cash and cash equivalents	\$ 1,309,873	\$ 536,944	\$ 19,882	\$ --	\$ 146,101	\$ 8,972,838	\$ 2,502,738	\$ 156,036	\$ 22,810	\$ 14,262,822
Investments	838,451	196,164	17,052	--	--	--	--	--	--	1,051,667
Total Assets	<u>\$ 2,148,324</u>	<u>\$ 733,108</u>	<u>\$ 36,934</u>	<u>\$ --</u>	<u>\$ 146,101</u>	<u>\$ 8,972,838</u>	<u>\$ 2,502,738</u>	<u>\$ 156,036</u>	<u>\$ 22,810</u>	<u>\$ 15,314,489</u>
Liabilities and Fund Balances										
Liabilities										
Accounts payable	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ 210	\$ 210
Advances to other funds	--	--	--	--	--	--	--	--	22,600	22,600
Total Liabilities	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>22,810</u>	<u>22,810</u>
Fund Balances										
Restricted for:										
Public safety	--	--	--	--	--	--	--	156,036	--	156,036
Debt service	--	--	--	--	--	--	--	--	595,600	595,600
Capital projects	2,148,324	733,108	--	--	--	8,972,838	2,502,738	--	--	14,357,008
Law enforcement	--	--	36,934	--	146,101	--	--	--	--	183,035
Total Fund Balances	<u>2,148,324</u>	<u>733,108</u>	<u>36,934</u>	<u>--</u>	<u>146,101</u>	<u>8,972,838</u>	<u>2,502,738</u>	<u>156,036</u>	<u>--</u>	<u>15,291,679</u>
Total Liabilities and Fund Balances	<u>\$ 2,148,324</u>	<u>\$ 733,108</u>	<u>\$ 36,934</u>	<u>\$ --</u>	<u>\$ 146,101</u>	<u>\$ 8,972,838</u>	<u>\$ 2,502,738</u>	<u>\$ 156,036</u>	<u>\$ 22,810</u>	<u>\$ 15,314,489</u>

TOWN OF JUPITER, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue									Debt Service	Total Nonmajor Governmental Funds
	Road Impact Fee Fund	Recreation Impact Fee Fund	Police Impact Fee Fund	Law Enforcement Grant Fund	Law Enforcement Fund	Infrastructure Surtax Fund	Workforce Housing Trust Fund	Fire Rescue Department Fund	Canal Trimming Fund	Debt Service Fund	Total Nonmajor Governmental Funds
Revenues											
Taxes	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ 2,032,210	\$ 2,032,210
Impact fees	14,607	9,902	1,422	--	--	--	--	--	--	--	25,931
Intergovernmental	--	--	--	7,348	--	5,979,373	--	--	--	--	5,986,721
Investment earnings	39,290	9,192	800	--	--	--	--	--	--	--	49,282
Miscellaneous	--	--	--	--	297	--	--	--	--	--	297
Total Revenues	53,897	19,094	2,222	7,348	297	5,979,373	--	--	--	2,032,210	8,094,441
Expenditures											
Current											
General government	--	--	--	--	--	--	--	--	22,810	--	22,810
Public safety	--	--	--	7,348	16,618	--	--	31,464	--	--	55,430
Debt service											
Principal	--	--	--	--	--	--	--	--	--	1,967,839	1,967,839
Interest and fiscal charges	--	--	--	--	--	--	--	--	--	43,783	43,783
Total Expenditures	--	--	--	7,348	16,618	--	--	31,464	22,810	2,011,622	2,089,862
Revenues Over (Under) Expenditures	53,897	19,094	2,222	--	(16,321)	5,979,373	--	(31,464)	(22,810)	20,588	6,004,579
Other Financing Sources (Uses)											
Transfers in	--	--	--	--	--	--	--	187,500	22,810	--	210,310
Transfers out	(1,881,000)	--	--	--	--	(2,331,500)	--	--	--	--	(4,212,500)
Total Other Financing Sources (Uses)	(1,881,000)	--	--	--	--	(2,331,500)	--	187,500	22,810	--	(4,002,190)
Net Change in Fund Balances	(1,827,103)	19,094	2,222	-	(16,321)	3,647,873	-	156,036	--	20,588	2,002,389
Fund Balances - Beginning of Year	3,975,427	714,014	34,712	--	162,422	5,324,965	2,502,738	--	--	575,012	13,289,290
Fund Balances - Ending of Year	\$ 2,148,324	\$ 733,108	\$ 36,934	\$ --	\$ 146,101	\$ 8,972,838	\$ 2,502,738	\$ 156,036	\$ --	\$ 595,600	\$ 15,291,679

BUDGETARY COMPARISON SCHEDULES

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE - DEBT SERVICE FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenue				
Taxes	\$ 2,011,833	\$ 2,011,833	\$ 2,032,210	\$ 20,377
Total Revenue	<u>2,011,833</u>	<u>2,011,833</u>	<u>2,032,210</u>	<u>20,377</u>
Expenditures				
Principal retirement	1,960,641	1,967,839	1,967,839	--
Interest and fiscal charges	<u>51,192</u>	<u>43,994</u>	<u>43,783</u>	<u>211</u>
Total Expenditures	<u>2,011,833</u>	<u>2,011,833</u>	<u>2,011,622</u>	<u>211</u>
Net Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 20,588</u>	<u>\$ 20,588</u>

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE - CAPITAL IMPROVEMENTS FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Revenues				
Taxes	\$ 4,810,534	\$ 4,810,534	\$ 5,002,609	\$ 192,075
Intergovernmental	460,000	2,509,821	699,829	(1,809,992)
Investment earnings	--	--	847,235	847,235
Donations	--	1,070,000	190,494	(879,506)
Miscellaneous	698,735	38,988,618	106,424	(38,882,194)
Total Revenues	<u>5,969,269</u>	<u>47,378,973</u>	<u>6,846,591</u>	<u>(40,532,382)</u>
Expenditures				
General Government				
Operating expenditures	685,184	2,893,525	1,121,355	1,772,170
Capital outlay	1,826,000	24,503,147	19,050,465	5,452,682
	<u>2,511,184</u>	<u>27,396,672</u>	<u>20,171,820</u>	<u>7,224,852</u>
Public Safety				
Operating expenditures	--	--	300	(300)
Engineering and Public Works				
Operating expenditures	2,145,000	4,834,871	767,913	4,066,958
Capital outlay	565,000	10,023,949	1,960,189	8,063,760
	<u>2,710,000</u>	<u>14,858,820</u>	<u>2,728,102</u>	<u>12,130,718</u>
Culture and Recreation				
Operating expenditures	910,500	2,611,053	1,747,024	864,029
Capital outlay	3,719,085	9,406,849	2,987,291	6,419,558
	<u>4,629,585</u>	<u>12,017,902</u>	<u>4,734,315</u>	<u>7,283,587</u>
Total Expenditures	<u>9,850,769</u>	<u>54,273,394</u>	<u>27,634,237</u>	<u>26,639,157</u>
Deficiency of Revenues Over Expenditures	<u>(3,881,500)</u>	<u>(6,894,421)</u>	<u>(20,787,646)</u>	<u>(13,893,225)</u>
Other Financing Sources (Uses)				
Transfers in	3,881,500	7,443,633	5,662,500	(1,781,133)
Transfers out	--	(549,212)	(549,213)	(1)
Total Other Financing Sources (Uses)	<u>3,881,500</u>	<u>6,894,421</u>	<u>5,113,287</u>	<u>(1,781,134)</u>
Net Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>\$ (15,674,359)</u>	<u>\$ (15,674,359)</u>

STATISTICAL SECTION

STATISTICAL SECTION

TABLE OF CONTENTS

This part of the Towns' annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Towns' overall financial health.

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Financial Trends.....	112-120
<i>These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time.</i>	
Revenue Capacity	121-124
<i>These schedules contain information to help the reader assess the Town's most significant local revenue source, the property tax.</i>	
Debt Capacity.....	125-128
<i>These schedules present information to help the reader assess the affordability of the Town's current levels of outstanding debt and the Town's ability to issue additional debt in the future.</i>	
Demographic and Economic Information.....	129-130
<i>These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.</i>	
Operating Information	131-135
<i>These schedules contain service and infrastructure data to help the reader understand how the information in the Town's financial report relates to the services the Town of Jupiter provides and the activities it performs.</i>	

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

TOWN OF JUPITER, FLORIDA

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS ACCRUAL BASIS OF ACCOUNTING

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Governmental Activities										
Net investment in capital assets	\$ 74,609,024	\$ 87,178,931	\$ 91,245,314	\$ 94,709,390	\$ 98,251,923	\$ 106,249,231	\$ 122,991,581	\$ 122,756,875	\$ 122,900,255	\$ 143,364,492
Restricted	5,108,494	6,015,406	6,386,483	11,095,413	16,120,792	12,163,652	11,681,972	21,410,565	15,290,419	17,882,038
Unrestricted	<u>38,821,882</u>	<u>27,416,016</u>	<u>29,702,275</u>	<u>26,363,894</u>	<u>27,480,540</u>	<u>43,428,914</u>	<u>39,146,657</u>	<u>46,198,725</u>	<u>74,664,125</u>	<u>66,595,883</u>
Total Governmental Activities Net Position	118,539,400	120,610,353	127,334,072	132,168,697	141,853,255	161,841,797	173,820,210	190,366,165	212,854,799	227,842,413
Business-Type Activities										
Net investment in capital assets	184,306,940	194,307,099	191,909,758	194,047,350	197,010,656	201,690,198	201,924,395	204,119,930	206,789,023	215,024,872
Restricted	10,582,761	9,106,898	8,025,089	6,894,379	4,167,642	4,539,226	--	--	--	--
Unrestricted	<u>54,651,166</u>	<u>60,253,357</u>	<u>74,453,424</u>	<u>82,802,676</u>	<u>94,176,869</u>	<u>95,266,944</u>	<u>106,162,128</u>	<u>115,545,576</u>	<u>112,031,712</u>	<u>115,284,460</u>
Total Business-Type Activities Net Position	249,540,867	263,667,354	274,388,271	283,744,405	295,355,167	301,496,368	308,086,523	319,665,506	318,820,735	330,309,332
Primary Government										
Net investment in capital assets	258,915,964	281,486,030	283,155,072	288,756,740	295,262,579	307,939,429	324,915,976	326,876,805	329,689,278	358,389,364
Restricted	15,691,255	15,122,304	14,411,572	17,989,792	20,288,434	16,702,878	11,681,972	21,410,565	15,290,419	17,882,038
Unrestricted	<u>93,473,048</u>	<u>87,669,373</u>	<u>104,155,699</u>	<u>109,166,570</u>	<u>121,657,409</u>	<u>138,695,858</u>	<u>145,308,785</u>	<u>161,744,301</u>	<u>186,695,837</u>	<u>181,880,343</u>
Total Primary Government Net Position	<u>\$ 368,080,267</u>	<u>\$ 384,277,707</u>	<u>\$ 401,722,343</u>	<u>\$ 415,913,102</u>	<u>\$ 437,208,422</u>	<u>\$ 463,338,165</u>	<u>\$ 481,906,733</u>	<u>\$ 510,031,671</u>	<u>\$ 531,675,534</u>	<u>\$ 558,151,745</u>

TOWN OF JUPITER, FLORIDA

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS ACCRUAL BASIS OF ACCOUNTING

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Expenses										
Governmental activities:										
General government	\$ 16,024,110	\$ 16,637,105	\$ 18,477,434	\$ 19,564,860	\$ 19,391,006	\$ 19,486,317	\$ 20,602,900	\$ 20,812,119	\$ 23,425,637	\$ 25,139,966
Public safety	18,887,625	18,935,949	21,699,238	22,658,014	23,181,411	24,691,487	23,956,385	20,268,334	27,094,984	32,343,528
Engineering and public works	7,093,266	6,871,853	7,956,044	9,117,025	9,478,260	9,981,890	9,601,528	9,528,337	9,497,695	10,224,598
Culture and recreation	3,455,019	3,301,828	3,450,245	4,257,500	4,041,480	4,401,313	3,800,581	4,211,506	4,395,043	5,811,526
Interest on long-term debt	1,122,371	951,755	901,567	860,839	761,846	652,880	533,471	450,368	187,776	247,538
Total Governmental Activities Expenses	46,582,391	46,698,490	52,484,528	56,458,238	56,854,003	59,213,887	58,494,865	55,270,664	64,601,135	73,767,156
Business-type activities:										
Water system	18,222,704	18,616,320	19,967,372	21,635,338	22,048,888	22,595,973	23,356,881	22,947,236	24,806,245	25,898,766
Stormwater	1,893,252	2,041,882	2,195,891	2,398,659	2,370,650	2,846,895	2,943,687	2,969,055	3,080,707	3,216,382
Building	3,076,617	3,080,687	3,447,445	3,458,772	3,751,616	4,108,850	4,544,896	3,464,327	4,041,573	4,883,816
Total Business-Type activities Expenses	23,192,573	23,738,889	25,610,708	27,492,769	28,171,154	29,551,718	30,845,464	29,380,618	31,928,525	33,998,964
Total Primary Government Expenses	69,774,964	70,437,379	78,095,236	83,951,007	85,025,157	88,765,605	89,340,329	84,651,282	96,529,660	107,766,120
Program Revenues										
Governmental activities:										
Charges for services:										
General government	2,019,811	2,199,978	2,115,287	2,280,076	2,610,230	2,462,897	3,319,433	3,637,331	9,997,249	11,164,519
Public safety	955,659	731,150	439,092	660,870	541,365	876,948	672,072	265,262	346,277	384,394
Engineering and public works	4,004,341	4,439,702	4,373,961	4,613,018	4,796,872	5,089,779	5,033,024	5,610,775	397,390	431,663
Culture and recreation	1,237,217	1,298,872	1,144,715	1,181,827	1,265,177	1,342,961	327,977	601,476	593,996	822,162
Operating contributions and grants:										
General government	353,933	812,132	2,613,490	648,254	1,194,767	517,950	411,956	1,784,967	914,861	808,217
Public safety	648,631	623,633	786,588	712,653	818,723	949,002	1,094,531	80,609	861,422	1,138,857
Engineering and public works	295,946	299,076	216,381	599,375	233,032	745,204	1,849,171	853,569	85,910	200,570
Culture and recreation	--	1,100	--	--	4,943	--	--	--	--	--
Capital contributions and grants:										
General government	5,105,599	8,065,791	1,903,824	541,618	2,916,987	3,693,575	90,966	204,325	2,833,280	2,677,624
Public safety	57,829	53,243	28,897	44,671	23,783	29,227	894,252	140,785	--	--
Engineering and public works	705,201	530,462	459,745	405,721	313,648	397,096	161,675	22,517	378,585	--
Culture and recreation	618,173	311,460	234,716	199,466	132,179	222,852	58,264	104,222	--	--
Total Governmental Activities Program Revenues	16,002,340	19,366,599	14,316,696	11,887,549	14,851,706	16,327,491	13,913,321	13,305,838	16,408,970	17,628,006
Business-type activities:										
Charges for services:										
Water system	22,265,341	23,755,364	25,136,478	26,589,627	26,359,138	27,626,343	27,027,704	28,253,897	27,634,393	30,229,903
Stormwater	2,333,048	2,778,836	2,678,185	2,613,792	2,940,150	3,178,624	3,216,793	3,714,856	3,503,150	3,760,686
Building	5,914,206	4,579,262	3,921,256	4,017,180	5,329,430	5,349,574	4,306,407	5,714,786	6,437,980	5,227,186
Operating contributions and grants:										
Water system	--	--	--	435,240	49,823	18,734	288,703	33,832	347,297	20,466
Stormwater	--	--	--	--	197,383	21,566	32,144	-	--	248,169
Building	--	--	--	--	--	--	4,890	-	--	--
Capital contributions and grants:										
Water system	4,105,092	3,781,603	2,458,583	2,421,140	2,142,384	1,434,266	1,373,557	2,404,493	1,384,853	1,324,063
Stormwater	2,161,775	5,755,572	1,538,772	273,840	2,202,305	1,434,280	17,000	388,321	-	-
Total Business-Type activities Program Revenues	36,779,462	40,650,637	35,733,274	36,350,819	39,220,613	39,063,387	36,267,198	40,510,185	39,307,673	40,810,473
Total Primary Government Program Revenues	\$ 52,781,802	\$ 60,017,236	\$ 50,049,970	\$ 48,238,368	\$ 54,072,319	\$ 55,390,878	\$ 50,180,519	\$ 53,816,023	\$ 55,716,643	\$ 58,438,479

TOWN OF JUPITER, FLORIDA

CHANGES IN NET POSITION (CONTINUED)

LAST TEN FISCAL YEARS ACCRUAL BASIS OF ACCOUNTING

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Net (Expense)/Revenue										
Governmental activities	\$ (30,580,051)	\$ (27,361,891)	\$ (38,167,832)	\$ (44,570,689)	\$ (42,002,297)	\$ (42,886,396)	\$ (44,581,544)	\$ (41,964,826)	\$ (48,192,165)	\$ (56,139,150)
Business-type activities	13,586,889	16,911,748	10,122,569	8,858,050	11,049,459	9,511,669	5,421,734	11,129,567	7,379,148	6,811,509
Total Primary Government Net Expense	<u>(16,993,162)</u>	<u>(10,450,143)</u>	<u>(28,045,263)</u>	<u>(35,712,639)</u>	<u>(30,952,838)</u>	<u>(33,374,727)</u>	<u>(39,159,810)</u>	<u>(30,835,259)</u>	<u>(40,813,017)</u>	<u>(49,327,641)</u>
General Revenues and Other Changes in Net Assets										
Governmental activities:										
Taxes:										
Property taxes	20,884,758	22,321,359	24,582,705	26,376,117	27,999,283	29,327,134	30,708,041	31,944,223	33,179,247	37,305,224
Franchise fees	4,529,052	4,708,567	4,666,753	4,555,475	4,780,075	4,796,053	4,685,329	4,833,111	5,538,675	6,291,831
Public service taxes	4,340,039	4,521,728	4,717,433	4,872,381	4,963,194	5,082,420	5,070,326	5,187,400	5,356,468	5,990,871
Communications services taxes	2,801,452	2,712,314	2,610,258	2,527,223	2,627,795	2,604,323	2,627,216	2,509,229	2,619,349	2,723,315
Sales taxes	4,111,083	4,381,431	4,521,600	6,965,372	9,231,139	9,475,646	8,986,318	10,267,047	12,321,307	12,306,233
Gas taxes	1,202,381	1,280,924	1,325,773	1,394,012	1,385,729	1,402,154	1,251,589	1,297,878	1,368,417	1,382,329
Intergovernmental, unrestricted	1,487,636	1,652,844	1,729,267	1,861,678	1,963,607	2,051,360	1,864,802	2,224,124	2,803,330	2,884,214
Impact fees	--	--	--	--	--	--	--	189,170	193,269	25,931
Investment earnings (losses)	275,260	921,474	742,188	853,056	1,028,793	2,901,309	1,353,660	266,966	(22,157)	4,203,076
Other	--	47,042	--	--	--	--	33,926	(88,877)	(138,363)	33,476
Transfers	(100,080)	(52,500)	(4,426)	--	157,168	5,234,539	(21,250)	(119,500)	7,461,257	(2,019,736)
Total Governmental Activities	<u>39,531,581</u>	<u>42,495,183</u>	<u>44,891,551</u>	<u>49,405,314</u>	<u>54,136,783</u>	<u>62,874,938</u>	<u>56,559,957</u>	<u>58,510,771</u>	<u>70,680,799</u>	<u>71,126,764</u>
Business-type activities:										
Investment earnings	204,322	415,747	589,855	498,084	964,703	1,859,551	1,143,045	329,916	(793,675)	2,636,193
Gain on disposal of capital assets	4,153	2,868	4,067	--	4,120	4,120	4,126	--	31,013	21,159
Transfers	100,080	52,500	4,426	--	(157,168)	(5,234,539)	21,250	(119,500)	(7,461,257)	2,019,736
Total Business-Type Activities	<u>308,555</u>	<u>471,115</u>	<u>598,348</u>	<u>498,084</u>	<u>811,655</u>	<u>(3,370,868)</u>	<u>1,168,421</u>	<u>210,416</u>	<u>(8,223,919)</u>	<u>4,677,088</u>
Total Primary Government	<u>39,840,136</u>	<u>42,966,298</u>	<u>45,489,899</u>	<u>49,903,398</u>	<u>54,948,438</u>	<u>59,504,070</u>	<u>57,728,378</u>	<u>58,721,187</u>	<u>62,456,880</u>	<u>75,803,852</u>
Changes in Net Assets										
Governmental activities	8,951,530	15,133,292	6,723,719	4,834,625	12,134,486	19,988,542	11,978,413	16,545,955	22,488,634	14,987,614
Business-type activities	13,895,444	17,382,863	10,720,917	9,356,134	11,861,114	6,141,201	6,590,155	11,578,983	(844,771)	11,488,597
Total Primary Government	<u>\$ 22,846,974</u>	<u>\$ 32,516,155</u>	<u>\$ 17,444,636</u>	<u>\$ 14,190,759</u>	<u>\$ 23,995,600</u>	<u>\$ 26,129,743</u>	<u>\$ 18,568,568</u>	<u>\$ 28,124,938</u>	<u>\$ 21,643,863</u>	<u>\$ 26,476,211</u>

TOWN OF JUPITER, FLORIDA

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Property Taxes	Franchise Fees	Public Service Taxes	Communications Services Taxes	Sales Taxes	Gas Taxes	Total
2014	\$ 20,884,758	\$ 4,529,052	\$4,340,039	\$ 2,801,452	\$ 4,111,083	\$ 1,202,381	\$ 37,868,765
2015	22,321,359	4,708,567	4,521,728	2,712,314	4,381,431	1,280,924	39,926,323
2016	24,582,705	4,666,753	4,717,433	2,610,258	4,521,600	1,325,773	42,424,522
2017	26,376,117	4,555,475	4,872,381	2,527,223	6,965,372	1,394,012	46,690,580
2018	27,999,283	4,780,075	4,963,194	2,627,795	9,231,139	1,385,729	50,987,215
2019	29,327,134	4,796,053	5,082,420	2,604,323	9,475,646	1,402,154	52,687,730
2020	30,708,041	4,685,329	5,070,326	2,627,216	8,986,318	1,251,589	53,328,819
2021	31,944,223	4,833,111	5,187,400	2,509,229	10,267,047	1,297,878	56,038,888
2022	33,179,247	5,538,675	5,356,468	2,619,349	12,321,307	1,368,417	60,383,463
2023	37,305,224	6,291,831	5,990,871	2,723,315	12,306,233	1,382,329	65,999,803

TOWN OF JUPITER, FLORIDA

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS MODIFIED ACCRUAL BASIS OF ACCOUNTING

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General Fund										
Nonspendable:										
Inventory	\$ 58,469	\$ 62,610	\$ 66,005	\$ 83,445	\$ 29,760	\$ 20,970	\$ 19,181	\$ 14,003	\$ 26,742	\$ 21,002
Prepaid items	68,699	16,937	10,997	22,948	13,991	18,025	224,859	3,722	11,652	8,042
Advances from other funds	7,005,093	7,141,327	5,957,885	5,901,436	5,009,196	4,908,899	4,108,899	3,608,899	3,108,899	2,608,899
Note receivable	280,349	201,173	171,173	111,173	111,173	111,173	111,173	111,173	--	--
Restricted for:										
Law enforcement	442,379	616,188	509,748	823,659	471,525	475,935	67,733	97,800	128,982	241,911
Economic development	128,750	1,055,891	1,163,147	1,520,195	1,039,623	1,800,720	1,825,675	1,848,970	1,872,147	1,176,366
Assigned to:										
Subsequent year's budget	563,478	936,613	--	--	228,823	--	--	--	--	--
Health insurance	--	--	--	--	--	--	--	--	--	8,807,477
Unassigned	24,281,146	26,918,797	31,856,248	29,676,802	33,412,574	39,570,998	45,539,373	51,333,641	48,162,407	52,095,593
Total General Fund	<u>32,828,363</u>	<u>36,949,536</u>	<u>39,735,203</u>	<u>38,139,658</u>	<u>40,316,665</u>	<u>46,906,720</u>	<u>51,896,893</u>	<u>57,018,208</u>	<u>53,310,829</u>	<u>64,959,290</u>
All Other Governmental Funds										
Nonspendable:										
Prepaid items	480	--	--	--	--	2,966	--	395	495	--
Advances from other funds	--	--	--	--	--	--	1,164,088	993,011	816,801	--
Note receivable	--	--	--	--	--	74,087	74,087	--	--	--
Restricted for:										
Public safety	--	--	--	--	--	--	--	--	--	156,036
Debt service	1,391,468	1,460,655	1,523,685	1,565,663	2,002,353	2,029,608	500,199	549,434	575,012	595,600
Capital projects	3,897,102	3,583,629	3,939,363	7,708,287	12,962,802	8,148,311	9,117,100	14,038,683	12,517,144	14,992,313
Law enforcement	331,676	409,221	247,577	259,512	145,212	209,801	171,265	194,883	197,134	183,035
Economic Development	--	--	--	--	--	--	--	--	--	536,777
Assigned to:										
Capital projects	14,754,007	13,615,890	13,859,274	14,157,056	16,307,489	28,998,901	18,946,806	20,558,128	48,466,137	32,973,274
Unassigned Special Revenue										
Funds (deficit)	(5,000,627)	(5,218,611)	(4,354,660)	(4,115,803)	(4,720,286)	(4,696,887)	(3,894,193)	(2,986,968)	(1,144,992)	--
Total All Other Governmental Funds	<u>\$ 15,374,106</u>	<u>\$ 13,850,784</u>	<u>\$ 15,215,239</u>	<u>\$ 19,574,715</u>	<u>\$ 26,697,570</u>	<u>\$ 34,766,787</u>	<u>\$ 26,079,352</u>	<u>\$ 33,347,566</u>	<u>\$ 61,427,731</u>	<u>\$ 49,437,035</u>

TOWN OF JUPITER, FLORIDA

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS MODIFIED ACCRUAL BASIS OF ACCOUNTING

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Revenues										
Taxes	\$ 29,228,630	\$ 30,836,325	\$ 33,236,169	\$ 35,169,733	\$ 36,976,001	\$ 38,416,031	\$ 39,657,172	\$ 40,938,730	\$ 42,523,481	\$ 47,401,739
Franchise fees	4,529,052	4,708,567	4,666,753	4,555,475	4,780,075	4,796,053	4,685,329	4,833,111	5,538,675	6,291,831
Licenses and permits	2,016,519	1,533,911	1,066,601	1,171,336	1,180,932	979,343	707,491	762,304	279,374	120,036
Intergovernmental	6,615,107	7,635,751	9,510,011	9,773,878	12,309,014	12,830,540	14,340,018	13,736,370	19,411,528	19,322,212
Charges for services	6,654,078	7,301,741	7,417,420	7,617,007	8,098,492	8,968,660	8,614,311	8,922,017	10,424,324	12,161,668
Fines and forfeitures	809,176	588,992	275,109	492,517	317,617	217,147	188,464	452,487	247,665	296,391
Investment earnings	371,970	921,474	742,188	853,056	1,028,793	2,901,309	1,353,660	266,966	(21,358)	4,203,076
Donations	17,165	93,187	131,426	94,048	108,014	164,855	71,940	1,344,936	420,849	214,594
Miscellaneous	455,153	572,514	407,932	1,072,829	1,179,402	1,063,509	805,401	768,075	942,337	729,483
Total Revenues	50,696,850	54,192,462	57,453,609	60,799,879	65,978,340	70,337,447	70,423,786	72,024,996	79,766,875	90,741,030
Expenditures										
General government	14,241,177	14,755,838	15,764,985	17,212,029	16,923,247	16,495,149	16,581,794	17,996,107	20,216,947	22,233,492
Public safety	18,372,987	18,470,593	20,166,583	21,149,280	22,278,196	22,533,970	24,198,507	23,747,051	24,888,071	26,158,644
Engineering and public works	5,978,964	5,998,872	6,822,473	7,941,816	8,371,545	8,732,062	8,157,359	8,566,185	8,373,703	8,790,089
Culture and recreation	2,632,392	2,493,809	2,533,217	3,272,414	3,017,915	3,370,928	2,707,088	3,220,765	3,355,609	4,674,805
Capital outlay	3,832,247	6,609,289	4,766,872	5,125,886	2,952,087	6,466,306	19,225,974	7,095,842	3,944,786	28,081,705
Debt service										
Principal	7,491,528	2,308,667	2,386,459	2,479,478	2,562,727	2,666,210	2,764,931	6,320,000	1,960,641	2,483,322
Interest	1,145,325	990,831	912,340	873,015	774,820	667,431	548,680	481,371	180,126	155,977
Total Expenditures	53,694,620	51,627,899	53,352,929	58,053,918	56,880,537	60,932,056	74,184,333	67,427,321	62,919,883	92,578,034
Revenues Over (Under) Expenditures	(2,997,770)	2,564,563	4,100,680	2,745,961	9,097,803	9,405,391	(3,760,547)	4,597,675	16,846,992	(1,837,004)
Other Financing Sources (Uses)										
Issuance of refunding debt	5,270,000	--	--	--	--	--	--	7,885,858	--	3,444,097
Proceeds from sale of assets	31,145	80,788	53,868	17,970	44,891	19,342	84,535	73,497	64,537	70,408
Insurance recoveries	51,570	5,000	--	--	--	--	--	--	--	--
Other debt service costs	--	--	--	--	--	--	--	(48,001)	--	--
Transfers in	4,136,602	4,425,579	3,875,995	5,838,077	4,375,651	20,149,856	11,148,454	2,544,796	29,334,242	5,872,810
Transfers out	(4,236,682)	(4,478,079)	(3,877,421)	(5,838,077)	(4,218,483)	(14,915,317)	(11,169,704)	(2,664,296)	(21,872,985)	(7,892,546)
Total Other Financing Sources (Uses)	5,252,635	33,288	52,442	17,970	202,059	5,253,881	63,285	7,791,854	7,525,794	1,494,769
Net Change in Fund Balances	\$ 2,254,865	\$ 2,597,851	\$ 4,153,122	\$ 2,763,931	\$ 9,299,862	\$ 14,659,272	\$ (3,697,262)	\$ 12,389,529	\$ 24,372,786	\$ (342,235)
Debt Service as a Percentage of Non-Capital Expenditures	<u>17.32%</u>	<u>7.33%</u>	<u>6.79%</u>	<u>6.33%</u>	<u>6.19%</u>	<u>6.12%</u>	<u>6.03%</u>	<u>11.27%</u>	<u>3.63%</u>	<u>4.09%</u>

TOWN OF JUPITER, FLORIDA

GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Property Taxes (1)	Public Service Taxes	Communications Services Taxes	Gas Taxes	Total Taxes	Franchise Fees	Total
2014	\$20,884,758	\$ 4,340,039	\$ 2,801,452	\$ 1,202,381	\$ 29,228,630	\$4,529,052	\$33,757,682
2015	22,321,359	4,521,728	2,712,314	1,280,924	30,836,325	4,708,567	35,544,892
2016	24,582,705	4,717,433	2,610,258	1,325,773	33,236,169	4,666,753	37,902,922
2017	26,376,117	4,872,381	2,527,223	1,394,012	35,169,733	4,555,475	39,725,208
2018	27,999,283	4,963,194	2,627,795	1,385,729	36,976,001	4,780,075	41,756,076
2019	29,327,134	5,082,420	2,604,323	1,402,154	38,416,031	4,796,053	43,212,084
2020	30,708,041	5,070,326	2,627,216	1,251,589	39,657,172	4,685,329	44,342,501
2021	31,944,223	5,187,400	2,509,229	1,297,878	40,938,730	4,833,111	45,771,841
2022	33,179,247	5,356,468	2,619,349	1,368,417	42,523,481	5,538,675	48,062,156
2023	37,305,224	5,990,871	2,723,315	1,382,329	47,401,739	6,291,831	53,693,570

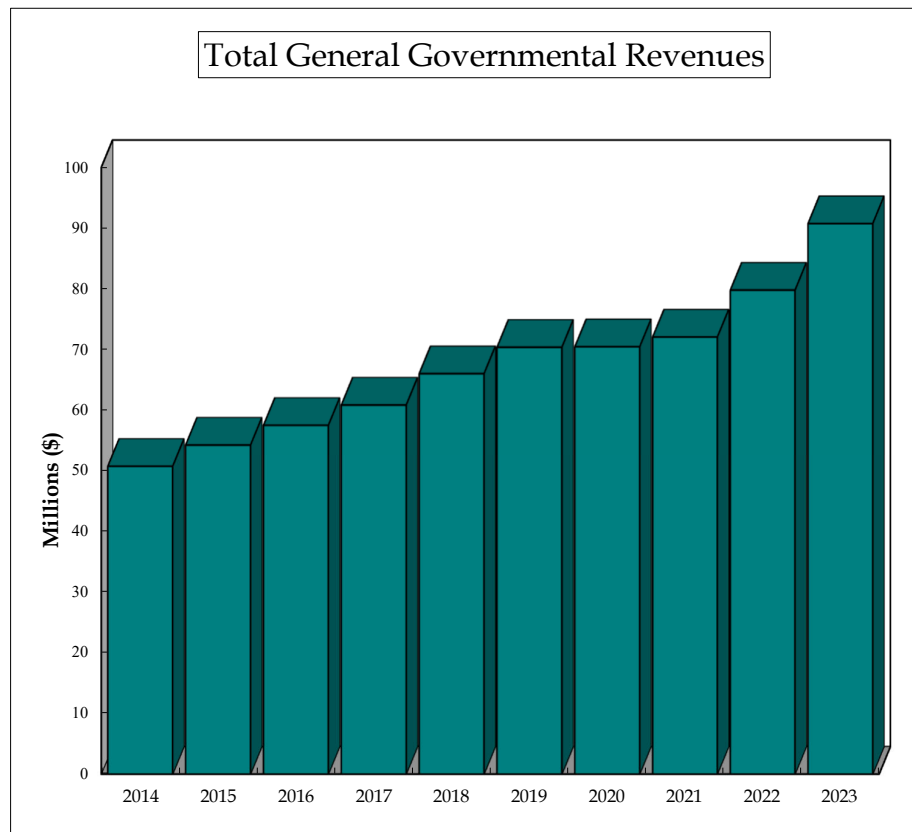
(1) Includes CRA tax increment revenues from the Town and Palm Beach County.

TOWN OF JUPITER, FLORIDA

TOTAL GENERAL GOVERNMENTAL REVENUES BY SOURCE

LAST TEN FISCAL YEARS MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Taxes and Franchise Fees	Licenses and Permits	Intergovernmental	Charges for Services	Fines and Forfeitures	Investment Earnings	Special Assessments	Miscellaneous	Total
2014	\$33,757,682	\$2,016,519	\$6,615,107	\$6,654,078	\$809,176	\$371,970	\$--	\$472,318	\$50,696,850
2015	35,544,892	1,533,911	7,635,751	7,301,741	588,992	921,474	--	665,701	54,192,462
2016	37,902,922	1,066,601	9,510,011	7,417,420	275,109	742,188	--	539,358	57,453,609
2017	39,725,208	1,171,336	9,773,878	7,617,007	492,517	853,056	--	1,166,877	60,799,879
2018	41,756,076	1,180,932	12,309,014	8,098,492	317,617	1,028,793	--	1,287,416	65,978,340
2019	43,212,084	979,343	12,830,540	8,968,660	217,147	2,901,309	--	1,228,364	70,337,447
2020	44,342,501	707,491	14,340,018	8,614,311	188,464	1,353,660	--	877,341	70,423,786
2021	45,771,841	762,304	13,736,370	8,922,017	452,487	266,966	--	2,113,011	72,024,996
2022	48,062,156	279,374	19,411,528	10,424,324	247,665	(21,358)	--	1,363,186	79,766,875
2023	53,693,570	120,036	19,322,212	12,161,668	296,391	4,203,076	--	944,077	90,741,030

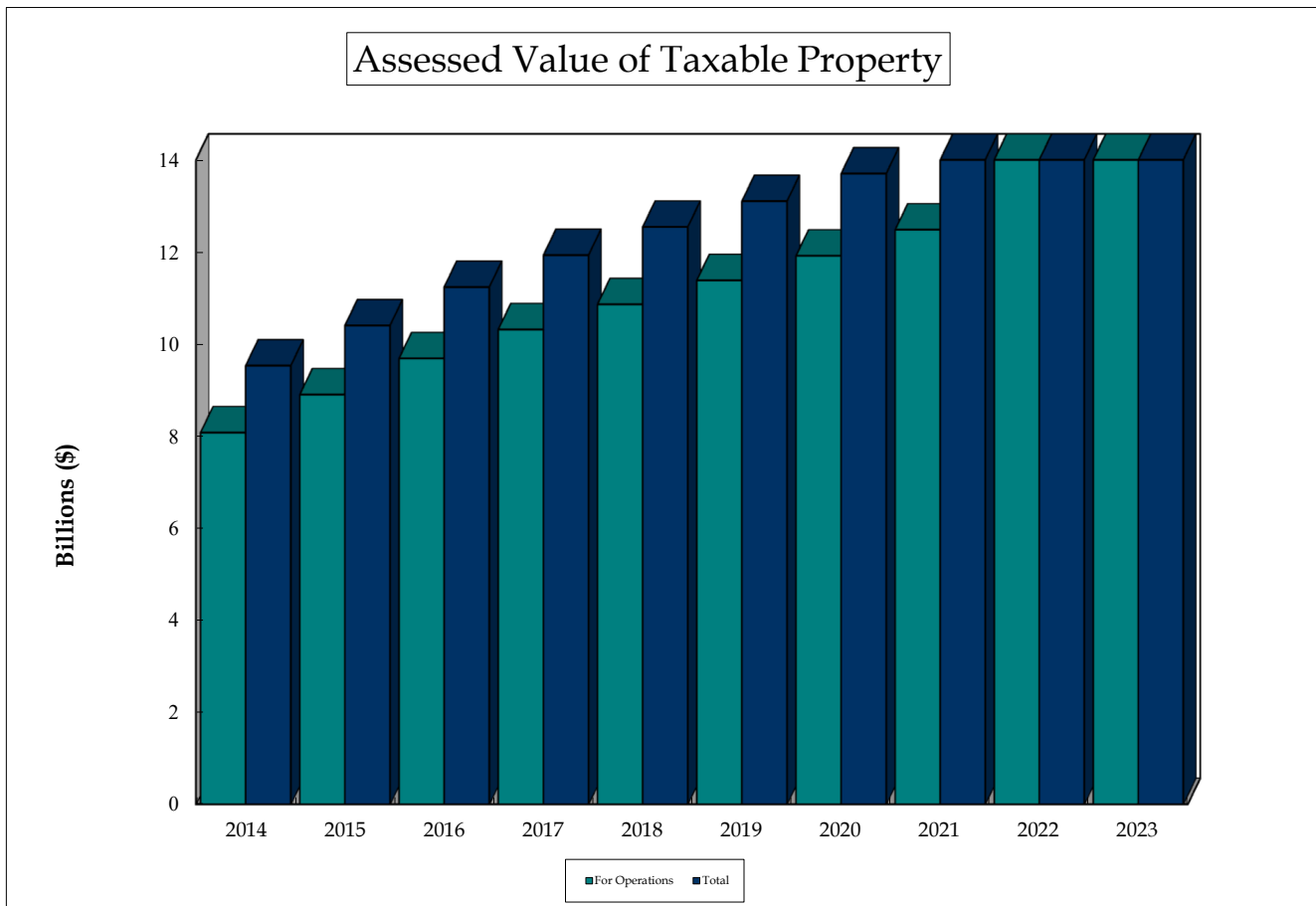


TOWN OF JUPITER, FLORIDA

ASSESSED VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

Year	Real Property	Personal Property	Centrally Assessed Property	Exemptions	Assessed Value for Operations	Total Town Tax Rate	Total Taxable Value (1)
2014	\$ 9,153,926,603	\$ 385,543,759	\$ 1,523,860	\$ 1,450,462,521	\$ 8,090,531,701	2.8152	\$ 9,540,994,222
2015	10,005,490,403	403,379,190	1,748,444	1,496,530,217	8,914,087,820	2.7927	10,410,618,037
2016	10,845,565,535	395,066,652	1,928,796	1,544,975,723	9,697,585,260	2.7364	11,242,560,983
2017	11,583,806,982	348,811,183	2,026,948	1,609,024,923	10,325,620,190	2.6963	11,934,645,113
2018	12,175,877,382	367,909,293	2,033,088	1,676,169,844	10,869,649,919	2.6815	12,545,819,763
2019	12,756,217,115	345,974,844	2,033,243	1,714,368,700	11,389,856,502	2.6611	13,104,225,202
2020	13,341,314,232	358,916,726	2,029,787	1,780,635,673	11,921,625,072	2.6524	13,702,260,745
2021	13,929,871,921	363,343,424	2,082,535	1,808,832,565	12,486,465,315	2.6524	14,295,297,880
2022	15,608,191,232	401,636,595	2,276,838	1,922,579,247	14,089,525,418	2.6326	16,012,104,665
2023	17,435,693,444	457,260,755	2,408,662	2,054,962,716	15,840,400,145	2.6134	17,895,362,861



(1) Florida state law requires all property to be assessed at current fair market value.

Source: Palm Beach County Property Appraiser

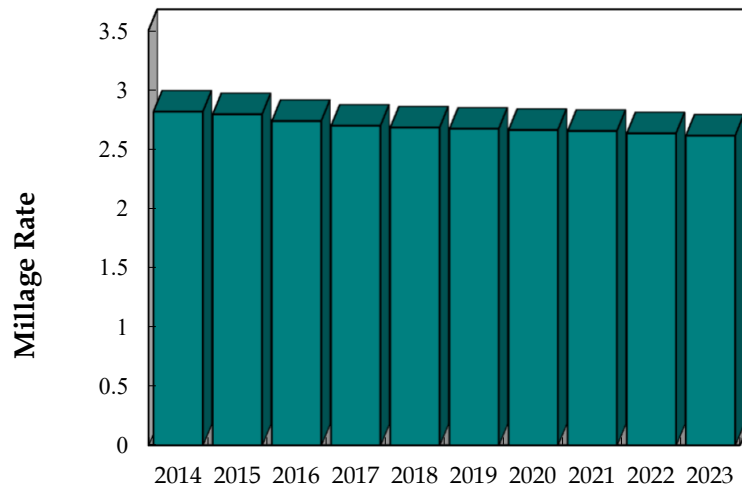
TOWN OF JUPITER, FLORIDA

PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS

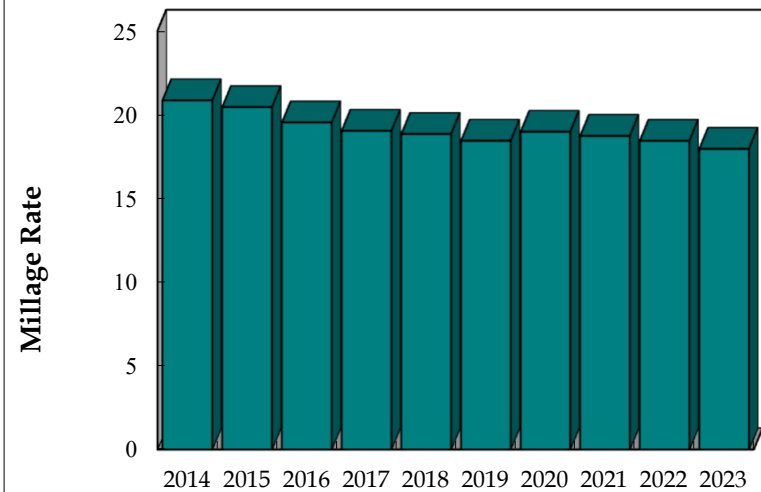
LAST TEN FISCAL YEARS RATE PER \$1,000 OF ASSESSED VALUE

Fiscal Year	Town of Jupiter Property Tax Rates			Overlapping Property Tax Rates -			Overlapping Property Tax Rates -				
				Palm Beach County			Palm Beach County School District			Palm Beach	Total
										County	
	Operating	General	Total Town	Operating	General	Total County	Operating	General	Total	Special	
Millage	Obligation	Millage	Millage	Debt Service	Millage	Millage	Debt Service	School	Districts		
2014	2.5142	0.3010	2.8152	4.7815	0.2037	4.9852	7.586	-	7.586	5.4606	20.8470
2015	2.5142	0.2785	2.7927	4.7815	0.1914	4.9729	7.594	-	7.594	5.0789	20.4385
2016	2.4834	0.2530	2.7364	4.7815	0.1327	4.9142	7.070	-	7.070	4.7998	19.5204
2017	2.4633	0.2330	2.6963	4.7815	0.1208	4.9023	6.769	-	6.769	4.6566	19.0242
2018	2.4633	0.2182	2.6815	4.7815	0.1208	4.9023	6.769	-	6.769	4.4836	18.8364
2019	2.4633	0.2079	2.6712	4.7815	0.1165	4.8980	6.572	-	6.572	4.2889	18.4301
2020	2.4633	0.1978	2.6611	4.7815	0.0765	4.8580	7.164	-	7.164	4.2838	18.9669
2021	2.4633	0.1891	2.6524	4.7815	0.0309	4.8124	7.010	-	7.010	4.2461	18.7209
2022	2.4633	0.1693	2.6326	4.7815	0.0334	4.8149	6.875	-	6.875	4.1011	18.4236
2023	2.4633	0.1501	2.6134	4.7150	0.0289	4.7439	6.519	-	6.519	4.0702	17.9465

Town of Jupiter Property Tax Rates



Total Property Tax Rates



TOWN OF JUPITER, FLORIDA

PRINCIPAL PROPERTY TAXPAYERS

CURRENT YEAR AND NINE YEARS AGO

	2023		
	Taxable Assessed Valuation	Rank	Percentage of Assessed Value for Operations
Florida Power & Light Co	\$ 147,177,425	1	0.93%
BVF V Sophia LLC	137,560,384	2	0.98%
AA Propco 2022 LLC	120,112,552	3	0.85%
Northland Barcelona LLC	108,342,942	4	0.77%
Northland Floresta LLC	84,952,423	5	0.60%
Harbourside Place LLC	64,670,000	6	0.46%
Club at Admirals Cove, Inc.	59,623,897	7	0.42%
PRCP Abacoa Investment LLC	46,371,597	8	0.33%
Jupiter Rehab Realty Holdings, LLC	40,764,177	9	0.29%
Jupiter Resort LLC	35,200,000	10	0.25%
Totals	<u>\$ 844,775,397</u>		<u>5.88%</u>

(Continued)

Source: Palm Beach County Property Appraiser.

TOWN OF JUPITER, FLORIDA

PRINCIPAL PROPERTY TAXPAYERS (CONTINUED)

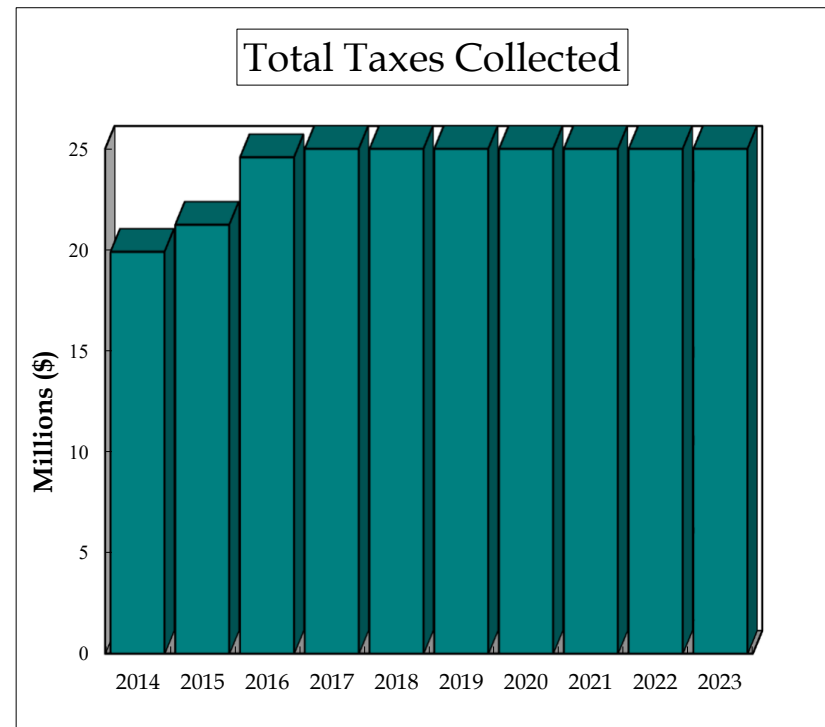
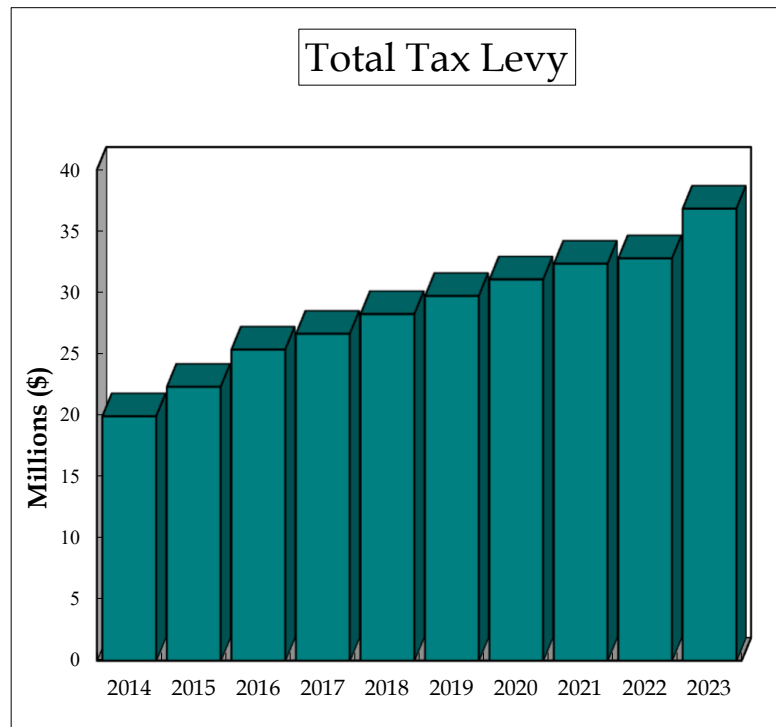
CURRENT YEAR AND NINE YEARS AGO

	2014		Percentage of Assessed Value for Operations
	Taxable Assessed Valuation	Rank	
Florida Power & Light Co	\$ 109,075,015	1	1.35%
TGM Abacoa LLC	51,054,453	2	0.63%
TGM Floresta LLC	43,391,158	3	0.54%
Oprock Jupiter Fee LLC	27,731,133	4	0.34%
Dakota Abacoa Housing LLC	22,481,627	5	0.28%
Jupiter CC LLC	22,210,498	6	0.27%
Club at Admirals Cove, Inc.	21,465,990	7	0.27%
Allegro at Abacoa LLC	21,279,667	8	0.26%
Regency Centers LP	20,060,726	9	0.25%
Donross Associates	14,281,347	10	0.18%
	<u>\$ 353,031,614</u>		<u>4.36%</u>

TOWN OF JUPITER, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS

Fiscal Year	Total Tax Levy	Amount of Current Taxes Collected (1)	Percent of Total Tax Levy Collected	Amount of Delinquent Taxes Collected	Total Collected for the Year	Ratio of Total Taxes Collected to Current Levy	Accumulated Delinquent Taxes	Ratio of Delinquent Taxes to Current Levy
2014	\$ 19,919,948	\$ 19,878,115	99.8	\$ 28,564	\$ 19,906,679	99.9	N/A	N/A
2015	22,321,359	21,209,368	95.0	36,709	21,246,077	95.2	N/A	N/A
2016	25,355,767	24,459,033	96.5	123,672	24,582,705	97.0	N/A	N/A
2017	26,641,448	26,338,234	98.9	37,883	26,376,117	99.0	N/A	N/A
2018	28,247,551	27,964,200	99.0	--	27,964,200	99.0	N/A	N/A
2019	29,722,342	29,321,830	98.7	5,304	29,327,134	98.7	N/A	N/A
2020	31,071,637	30,689,530	98.8	18,511	30,708,041	98.8	N/A	N/A
2021	32,349,608	31,934,486	98.7	9,738	31,944,224	98.7	N/A	N/A
2022	32,790,681	33,169,660	101.2	9,587	33,179,247	101.2	N/A	N/A
2023 (1)	36,839,038	37,187,744	100.9	117,480	37,305,224	101.3	N/A	N/A



(1) Includes discount taken for early payment of property taxes.

TOWN OF JUPITER, FLORIDA

RATIOS OF GENERAL BONDED DEBT OUTSTANDING AND OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS (DOLLARS IN THOUSANDS, EXCEPT PER CAPITA)

Fiscal Year	Governmental Activities					Business-type Activities			Primary Government			
	General Bonded Debt			Sales Tax Revenue Bonds	Total Governmental Activities	Water Revenue Bonds	Stormwater Loan	Total Business- type Activities	Total Primary Government	Percentage of Total Taxable Value ⁽²⁾ of Property	Percentage of Personal Income ⁽³⁾	Per Capita ⁽³⁾
	General Obligation Bonds, Net ⁽¹⁾	Percentage of Total Taxable Value ⁽²⁾ of Property	Per Capita ⁽³⁾									
2014	\$ 15,863	15.2%	\$ 277	\$ 5,548	\$ 21,411	\$ 31,420	\$ 162	\$ 31,582	\$ 52,993	0.56 %	63.49	\$ 925
2015	14,435	13.9%	244	4,675	19,110	28,960	108	29,068	48,178	0.46	50.36	815
2016	12,947	11.5%	214	4,675	17,622	26,400	54	26,454	44,076	0.39	42.43	727
2017	11,390	9.5%	186	2,869	14,259	23,710	-	23,710	37,969	0.32	34.53	619
2018	9,767	7.8%	157	1,936	11,703	20,885	--	20,885	32,588	0.26	27.50	525
2019	8,064	6.2%	129	980	9,044	18,573	--	18,573	27,617	0.21	22.16	442
2020	6,286	4.6%	99	--	6,286	16,406	--	16,406	22,692	0.17	17.21	359
2021	7,886	5.5%	129	--	7,886	14,137	--	14,137	22,023	0.15	N/A	360
2022	5,925	3.7%	97	--	5,925	11,843	--	11,843	17,768	0.11	N/A	290
2023	3,957	2.2%	65	--	3,957	9,538	--	9,538	13,495	0.08	N/A	220

Note: Details about the Town's outstanding debt can be found in the notes to the financial statements.

⁽¹⁾ Debt is net of unamortized bond discount.

⁽²⁾ See Table at page 120 for property value data.

⁽³⁾ See Table at page 129 for personal income and population data.

N/A - Personal income information not available.

TOWN OF JUPITER, FLORIDA

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

AS OF SEPTEMBER 30, 2023

	Debt Outstanding	Estimated ⁽¹⁾ Percentage Applicable to Town of Jupiter	Estimated ⁽¹⁾ Share of Direct and Overlapping Debt
Direct Debt:			
Town of Jupiter	\$ 3,957,378	100.00%	\$ 3,957,378
Overlapping Debt:			
Debt repaid with property taxes			
Palm Beach County	16,370,000	6.18%	1,011,021
Other Debt			
Palm Beach County ⁽²⁾	848,410,888	6.18%	52,398,360
Palm Beach County School Board ⁽³⁾	1,373,309,000	6.18%	<u>84,816,378</u>
Total Overlapping Debt			<u>138,225,759</u>
Total Direct and Overlapping Debt			<u>\$ 142,183,137</u>
Estimated Population			61,333
Total Direct and Overlapping Debt per Capita			<u>\$ 2,318</u>

⁽¹⁾ Estimates based on ratio of assessed taxable values.

⁽²⁾ Includes Non Ad Valorem Revenue Bonds (\$616,362,739) and Other Notes and Loans (\$193,280,000).

⁽³⁾ Includes Capital Outlay Bonds (\$18,678,000) and Certificates of Participation (\$1,775,255,000).

Source: Finance Department, Town of Jupiter, Florida
Palm Beach County Finance Department
School Board of Palm Beach County ACFR

TOWN OF JUPITER, FLORIDA

LEGAL DEBT MARGIN INFORMATION

LAST TEN FISCAL YEARS (AMOUNTS IN THOUSANDS)

Fiscal Year	Assessed Value for Legal Debt Margin			Legal Debt Margin			Total Net Debt Applicable to the Limit as a Percentage of Debt Limit
	Assessed Value for Operations	Exempt Real Property	Total Assessed Value	Debt Limit ⁽¹⁾	Net Debt Applicable to Limit	Legal Debt Margin	
2014	\$ 8,090,532	\$ 1,450,463	\$ 9,540,995	\$ 1,431,149	\$ 15,863	\$ 1,415,286	1.11%
2015	8,914,088	1,496,530	10,410,618	1,561,593	14,435	1,547,158	0.92%
2016	9,697,585	1,544,976	11,242,561	1,686,384	12,947	1,673,437	0.77%
2017	10,325,620	1,609,025	11,934,645	1,790,197	11,390	1,778,807	0.64%
2018	10,869,650	1,676,170	12,545,820	1,881,873	9,767	1,872,106	0.52%
2019	11,389,857	1,714,369	13,104,226	1,965,634	8,064	1,957,570	0.41%
2020	11,921,625	1,780,636	13,702,261	2,055,339	6,286	2,049,053	0.31%
2021	12,486,465	1,808,833	14,295,298	2,144,295	7,886	2,136,409	0.10%
2022	14,089,525	1,922,579	16,012,104	2,401,816	5,925	2,395,891	0.08%
2023	15,840,400	2,054,963	17,895,363	2,684,304	3,957	2,680,347	0.07%

⁽¹⁾ Debt limit is 15% of total assessed values based on Town ordinance.

TOWN OF JUPITER, FLORIDA

PLEDGED REVENUE COVERAGE

LAST TEN FISCAL YEARS

Fiscal Year	Sales Tax Revenue Bonds			Water Revenue Bonds				
	Sales Tax Revenue	Debt Service ⁽³⁾	Coverage ⁽⁴⁾	Gross Revenue ⁽¹⁾	Operating Expenses ⁽²⁾	Net Revenue Available for Debt Service	Debt Service ⁽³⁾	Coverage ⁽⁴⁾
2014	\$ 4,111,083	\$ 1,049,414	3.92	\$ 22,470,142	\$ 11,865,011	\$ 10,605,131	\$ 3,126,000	3.39
2015	4,381,431	987,359	4.44	24,069,201	12,142,702	11,926,499	3,194,605	3.73
2016	4,521,600	987,030	4.58	25,544,277	13,260,368	12,283,909	3,233,251	3.80
2017	4,657,676	991,249	4.70	27,578,625	14,794,859	12,783,766	3,296,838	3.88
2018	4,898,846	992,760	4.93	27,329,670	14,992,883	12,336,787	3,400,428	3.63
2019	4,979,248	996,539	5.00	28,989,206	15,513,104	13,476,102	2,825,882	4.77
2020	4,686,687	998,447	4.69	28,204,402	16,018,428	12,185,974	2,621,662	4.65
2021	--	--	-	28,696,292	15,907,890	12,788,402	2,667,699	4.79
2022	--	--	-	28,490,610	17,783,204	10,707,406	2,635,211	4.06
2023	--	--	-	31,710,337	18,836,109	12,874,228	2,307,499	5.58

⁽¹⁾ Revenue excludes change in fair value of investments and gain on sale of capital assets.

⁽²⁾ Expenses exclude depreciation.

⁽³⁾ Includes principal and interest of revenue bonds only.
It does not include debt defeasance transactions.

⁽⁴⁾ Required coverage is 1.10.

TOWN OF JUPITER, FLORIDA

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS

Fiscal Year	Population ⁽¹⁾	Personal Income ⁽²⁾ (in millions)	Per Capita Personal Income ⁽²⁾	Unemployment Rate ⁽³⁾	School Enrollment ⁽⁴⁾
2014	57,263	\$ 83,464	\$ 59,899	5.6%	9,615
2015	59,108	95,672	68,743	5.0%	9,608
2016	60,615	103,876	71,946	3.6%	9,819
2017	61,388	109,974	74,754	3.8%	10,106
2018	62,100	118,519	79,760	3.1%	10,187
2019	62,497	124,632	83,268	3.1%	10,306
2020	63,188	131,881	87,478	6.1%	9,576
2021	61,121	N/A	N/A	3.7%	9,519
2022	61,341	N/A	N/A	1.9%	11,866
2023	61,333	N/A	N/A	N/A	13,969 ⁽⁵⁾

Data Sources:

⁽¹⁾ Source: University of Florida, Bureau of Economic and Business Research.

⁽²⁾ For Palm Beach County - U.S. Department of Commerce, Bureau of Economic Analysis

⁽³⁾ For Palm Beach County - U.S. Department of Labor, Bureau of Labor Statistics (As of the month of October)

⁽⁴⁾ For the 8 Jupiter area schools (5 Elementary, 2 Middle & 1 High) - The School District of Palm Beach County

⁽⁵⁾ Based on October FTE Enrollment Report

N/A - Not available

TOWN OF JUPITER, FLORIDA

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

Employer	2023 ⁽¹⁾			2014 ⁽¹⁾		
	Employees	Rank	Percentage of Total County Employment	Employees	Rank	Percentage of Total County Employment
Palm Beach County School District	22,426	1	39%	21,495	1	37%
Palm Beach County	5,753	3	10%	11,381	2	20%
Tenet Healthcare Corp.	5,734	2	10%	6,100	3	11%
NextEra Energy, Inc. (Headquarters)	5,330	4	9%	3,635	4	6%
Florida Atlantic University	5,059	5	9%	2,706	7	5%
Boca Raton Regional Hospital	3,135	6	5%	2,250	10	4%
Veterans Health Administration	2,600	7	5%	-	-	-
Hospital Corporation of America	2,419	8*	4%	2,714	6	5%
The Breakers	2,300	9	4%	-	-	-
Bethesda Health, Inc.	2,282	10*	4%	2,391	8	4%
Office Depot, Inc. (Headquarters)	-	-	-	2,250	9	4%
G4S (Headquarters)	-	-	-	3,000	5	5%
Totals	57,038		100.00%	57,922		100.00%

⁽¹⁾ Source: Business Development Board of Palm Beach County. Data is for Palm Beach County.

* Updated figures unavailable at date of publication

TOWN OF JUPITER, FLORIDA

FULL-TIME EQUIVALENT TOWN EMPLOYEES BY FUNCTION / PROGRAM

LAST TEN FISCAL YEARS

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General Government										
Town Manager	3	3	4	4	4	4	2	2	3	5
Town Clerk	5	5	5	5	5	5	5	4	4	4
Finance	8	8	8	8	8	8	8	8	8	9
Human Resources	5	5	5	5	5	5	5	5	5	5
Information Systems	12	11	11	11	12	12	13	13	13	13
Neighborhoods	3	3	3	3	3	3	3	3	3	3
External Affairs	5	5	5	6	6	6	6	6	6	5
Public Safety										
Police Officers	109	112	116	116	118	118	118	118	118	118
Civilian Police	18	19	22	24	25	25	24	24	24	25
Engineering/Public Works										
Engineering	10	10	10	10	11	11	11	11	11	10
Public Works	21	22	20	20	19	18	19	19	19	26
Parks Maintenance	13	15	19	21	22	25	25	25	25	19
Culture and Recreation										
Parks and Recreation	18	18	18	19	19	20	20	20	20	21
Water System										
Plant	28	28	28	29	29	30	30	30	30	30
Field	15	17	17	17	17	17	18	18	18	18
Administration	16	16	17	18	18	18	17	17	17	17
Building Department										
Building	23	24	24	25	27	28	28	28	28	29
Planning	14	13	15	15	16	16	16	16	16	16
Business Registration	3	4	4	3	3	3	1	1	1	0
Code Enforcement	8	8	7	8	8	8	8	8	8	8
Stormwater System										
Field	4	5	5	5	5	5	5	5	5	5
Administration	3	3	3	4	4	4	4	4	4	6
Total	<u>344</u>	<u>354</u>	<u>366</u>	<u>376</u>	<u>384</u>	<u>389</u>	<u>386</u>	<u>385</u>	<u>386</u>	<u>391</u>

TOWN OF JUPITER, FLORIDA

OPERATING INDICATORS BY FUNCTION / PROGRAM

LAST TEN FISCAL YEARS

Function	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Public Safety										
Police										
Physical arrests	1,351	1,186	1,483	1,535	1,659	1,582	1,571	1,168	1,254	1,452
Parking violations	1,241	1,036	1,164	1,409	1,041	762	640	473	1,136	884
Traffic violations	6,637	5,400	6,171	5,698	7,984	8,042	7,346	9,366	5,572	6,299
Code Compliance										
Code violations	2,069	3,447	2,352	3,316	3,257	2,293	1,947	1,956	1,303	1,405
Public Works										
Street resurfacing (lane miles)	17	5	9	1	9	11	3	4	0	0
Pot holes repaired	29	71	52	58	73	37	40	49	48	27
Culture and Recreation										
Parks and Recreation										
Recreation programs offered	591	537	519	520	525	530	259	352	599	867
Recreation program participants	49,055	59,425	71,073	71,849	79,034	85,525	30,442	44,191	39,626	46,653
Youth athletic participants (JTAA)	6,192	6,256	6,161	6,446	6,423	6,670	5,202	5,723	6,072	6,534
Camp program participants	1,586	1,912	1,876	2,032	2,203	2,807	723	509	751	1,263
Athletic camp participants	927	958	960	995	1,120	1,129	--	--	783	840
Skate park participants	16,004	15,782	22,922	21,803	22,675	6,617	7,731	16,184	9,387	7,688
Water System										
Water customers	28,900	29,180	29,484	29,778	30,087	30,260	30,377	30,455	30,624	30,790
Permitted Capacity per day (million gallons)	30	30	30	30	30	30	30	30	30	30
Average daily water consumption (million gallons)	15	16	16	16	16	16	16	16	16	16
Building Department										
Building permits issued	8,930	8,222	6,297	7,646	8,898	8,743	9,332	10,364	9,433	8,309
Value of permits (in thousands)	\$ 308,242	\$ 235,345	\$ 208,708	\$ 175,709	\$ 261,372	\$ 272,649	\$ 198,639	\$ 272,204	\$ 306,525	\$ 236,403,571
Stormwater System										
Stormwater customers	22,518	22,600	22,820	22,993	23,155	23,261	23,308	23,376	23,413	23,434

Sources: Town departments.

TOWN OF JUPITER, FLORIDA

CAPITAL ASSET STATISTICS BY FUNCTION / PROGRAM

LAST TEN FISCAL YEARS

Function/Program	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Public Safety										
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol units	148	150	148	148	147	141	142	145	140	143
Code Compliance										
Vehicles	8	8	8	9	9	8	8	8	8	8
Engineering and Public Works										
Centerline road miles	126.50	139.21	139.21	138.93	142.79	146.69	148.28	149.08	151.03	151.20
Culture and Recreation										
Parks and Recreation										
Community Center	1	1	1	1	1	1	1	1	1	1
Civic Center	1	1	1	1	1	1	1	1	1	1
Ballfields - lighted	22	26	26	26	26	26	26	26	26	26
Basketball courts	12	12	12	12	12	12	12	12	12	12
Multi-purpose fields	12	16	16	16	16	16	16	16	16	16
Tennis courts	14	14	14	14	14	14	14	14	14	14
Parks	17	17	17	17	18	19	19	19	19	19
Parks (acres)	265	265	265	265	278	--	--	--	--	--
Park properties (acres)	--	--	--	--	--	217	217	217	217	217
Open space properties (acres)	--	--	--	--	--	109	110	110	121	121
Water System										
Water mains (miles)	462	467	468	470	474	476	476	477	478	479
Plants	1	1	1	1	1	1	1	1	1	1
Fire hydrants	3,596	3,621	3,646	3,717	3,711	3,758	3,780	3,802	3,853	3,863
Building Department										
Vehicles	9	9	9	9	9	9	9	9	9	9
Stormwater System										
Stormwater sewers (miles)	86	86	93.8	93.8	92.7	93.9	94.4	94.9	96.7	97.0

Source: Town departments.

N/A: Not available.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF INSURANCE IN FORCE

AS OF SEPTEMBER 30, 2023

Type of Coverage	Coverage Amount	
Property	179,088,352	(1, 10)
Equipment Breakdown	100,000,000	(1, 10)
Inland Marine	4,186,129	(1, 10)
Ocean Marine	265,432	(13, 17)
Crime/Employee Dishonesty	250,000	(1, 9)
Deadly Weapon Protection	1,000,000	(1)
General Liability	2,000,000 per claim/no aggregate	(1, 6, 9)
Cyber Liability	2,000,000 per claim/no aggregate	(1, 6, 9)
Law Enforcement Liability	1,000,000/1,000,000	(1, 2, 7)
Automobile Liability	1,000,000	(1)
Automobile Physical Damage	ACV or repair	(1, 15)
Public Officials & Employment Practices Liability	1,000,000	(1)
Workers' Compensation	Statutory	(1)
Employers' Liability Limit for Workers Compensation	1,000,000	(1, 18)
Environmental Insurance (Pollution)	1,000,000/1,000,000	(7, 12)
Railroad Protective Liability	2,000,000/6,000,000	(8, 14)
Police - Statutory Accidental Death and Dismemberment	225,000	(5, 11)
	75,000	(5, 11)
	75,000	(5, 11)
CRA (Director & Officers including Employment Practices)	1,000,000 Aggregate	(7, 16)
Life Insurance	200,000	(3, 19)
AD&D Insurance	200,000	(3, 19)
Medical - HMO	Unlimited	(4, 20)
Medical - HSA	Unlimited	(4, 20)
Additional Insured Policy (Locations/Special Events)		
General Liability (Additional Insured Locations/Events)	1,000,000/2,000,000	(21, 22)
General Liability Excess Policy	2,000,000/2,000,000	(21, 23)
Drone/Aircraft Liability	1,000,000 per occurrence	(24, 25)

- (1) Coverage is through Preferred Governmental Insurance Trust.
- (2) Coverage is per person/per occurrence.
- (3) Coverage is based on Class of eligible employee and salary to a maximum of \$200,000.
- (4) Lifetime maximum per individual.
- (5) Coverage is mandated by Florida Statute and adjusted for cost of living based upon a formula.
- (6) Coverage applicable to claims \$2,000,000 per occurrence. Note: No aggregate on Bodily Injury, Property Damage or Employee benefits liability.
- (7) Coverage applicable to claims \$1,000,000 per occurrence, \$1,000,000 aggregate.
- (8) Coverage applicable to claims \$2,000,000 per occurrence, \$6,000,000 aggregate for annual maintenance and upkeep of land in right of way of railroad.
- (9) Coverage is per occurrence.
- (10) Coverage is based upon property schedule.
- (11) Coverage is through Ace American Insurance Company.
- (12) Coverage is through Indian Harbor Insurance Company.
- (13) Coverage is through Great American Insurance Company.
- (14) Coverage is through Hudson Insurance Company.
- (15) Actual Cash Value at the time of loss minus deductible.
- (16) Coverage is through Executive Risk Indemnity, Inc.
- (17) Coverage based on Ocean Marine Application.
- (18) Coverage applicable to Bodily Injury by accident \$1,000,000; Bodily Injury by Disease Agreement Limit \$1,000,000; and Bodily Injury by Disease each employee \$1,000,000.
- (19) Coverage through Florida Blue.
- (20) Coverage is through Nautilus Insurance Company.
- (21) Coverage applicable to claims \$1,000,000 per occurrence, \$2,000,000 aggregate.
- (22) Coverage applicable to claims \$1,000,000 per occurrence, \$2,000,000 aggregate.
- (23) Coverage applicable to claims \$2,000,000 per occurrence, \$2,000,000 aggregate.
- (24) Coverage is through Global Aerospace
- (25) Coverage applicable to claims Aircraft Liability \$1,000,000 per occurrence; Personal Injury Limit \$1,000,000

Sources: Town departments

TOWN OF JUPITER, FLORIDA

SALARIES OF PRINCIPAL OFFICIALS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

<u>Official</u>	<u>Annual Salary</u>
Mayor	\$ 22,200
Council (4 members)	18,600 (per member)
Town Manager	225,000
Police Chief	188,916
Utilities Director	183,999
Engineering and Public Works Director	128,809
Finance Director	150,000
Assistant Town Manager	197,927
Planning and Zoning Director	167,436
Building Department Director	167,371
Town Clerk	107,792
Information Systems Director	136,918
Parks and Recreation Director	135,870

REPORTING SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor, Members of the Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Jupiter, Florida (the "Town") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated March 28, 2024. Our report includes a reference to another auditor who audited the financial statements of the Municipal Police Officers' Retirement Trust Fund, the fiduciary fund of the Town, as described in our report on the Town's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcum LLP

West Palm Beach, Florida
March 28, 2024

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Mayor, Members of the Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Town of Jupiter, Florida (the "Town") compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on the Town's major federal programs for the fiscal year ended September 30, 2023. The Town's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the fiscal year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Town's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Town's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Town's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance

requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Marcum LLP

West Palm Beach, FL
March 28, 2024

TOWN OF JUPITER, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Federal Agency, Pass-through Grantor Program or Cluster Title	Assistance Listing Number	Grant Number/ Pass-through Entity Identifying Number	Federal Expenditures
<u>United States Department of Housing and Urban Development</u>			
Direct Programs:			
Community Development Block Grants/Entitlement Grants	14.218	B-18-MC-12-0059	\$ 1,546
Community Development Block Grants/Entitlement Grants	14.218	B-19-MC-12-0059	33,690
Community Development Block Grants/Entitlement Grants	14.218	B-20-MC-12-0059	209,663
Community Development Block Grants/Entitlement Grants	14.218	B-21-MC-12-0059	249,676
Community Development Block Grants/Entitlement Grants	14.218	B-22-MC-12-0059	246,784
COVID-19 Community Development Block Grant	14.218	B-20-MW-12-0059	70,794
Total CDBG-Entitlement Grant Cluster			<u>812,153</u>
Total United States Department of Housing and Urban Development			<u>812,153</u>
<u>United States Department of Justice</u>			
Direct Programs:			
Bulletproof Vest Partnership Program	16.607	2022BUBX22030499	18,494
Bulletproof Vest Partnership Program	16.607	2023BUBX23033830	919
Total Bulletproof Vest Partnership Programs			<u>19,413</u>
Indirect Program:			
Edward Byrne Memorial Justice Assistant Grant	16.738	15PBJA-21-GG-00241-MUMU	7,348
Total United States Department of Justice			<u>26,761</u>
<u>United States Department of Treasury</u>			
Direct Program:			
Coronavirus State and Local Fiscal Recovery Funds	21.027	1505-0271	2,093,333
Total United States Department of Treasury			<u>2,093,333</u>
<u>United States Department of Homeland Security</u>			
Indirect Program:			
Passed through Florida Division of Emergency Management			
Disaster Grants-Public Assistance (Hurricane Ian)	97.036	Z3105/DR-4673	178,110
Total United States Department of Homeland Security			<u>178,110</u>
Total Expenditures of Federal Awards			<u>\$ 3,110,357</u>

See accompanying notes to schedule of expenditures of federal awards.

TOWN OF JUPITER, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the “Schedule”) presents the expenditure activity of all federal awards of the Town of Jupiter, Florida (the “Town”) for the fiscal year ended September 30, 2023. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Town, it is not intended to and does not present the financial position, changes in net position/fund balance or cash flows of the Town. Expenditures of State financial assistance for the fiscal year ended September 30, 2023 did not exceed the \$750,000 threshold for a Florida Single Audit.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Certain pass-through entity identifying numbers were not available for pass-through awards listed in the Schedule for the fiscal year ended September 30, 2023.

The Town made no payments to subrecipients from Federal awards for the fiscal year ended September 30, 2023.

NOTE 3 – INDIRECT COST RATE

The Town has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified Opinion

Internal control over financial reporting:

Material weakness(es) identified?

___ Yes X No

Significant deficiency(ies) identified?

___ Yes X None reported

Non-compliance material to financial statements noted?

___ Yes X No

Federal Awards

Internal control over the major programs:

Material weakness(es) identified?

___ Yes X No

Significant deficiency(ies) identified?

___ Yes X None reported

Type of auditors' report issued on compliance for the Major federal programs:

Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)?

___ Yes X No

Identification of the Major Federal Programs:

<u>Name of Federal Program</u>	<u>Assistance Listing No.</u>
Community Development Block Grants/Entitlement Grants	14.218
Coronavirus State and Local Fiscal Recovery Funds	21.027
Dollar threshold used to distinguish between Type A and Type B federal programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee pursuant to the Uniform Guidance?	___ Yes <u>X</u> No

TOWN OF JUPITER, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

TOWN OF JUPITER, FLORIDA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

SECTION I – PRIOR YEAR AUDIT FINDINGS

None

SECTION II – PRIOR YEAR FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor, Members of the Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Jupiter, Florida (the “Town”), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated March 28, 2024. We did not audit the financial statements of the Municipal Police Officers’ Retirement Trust Fund, which represents 86%, 86% and 61%, respectively, of the assets, net position/fund balance, and revenues/additions of the aggregate remaining fund information.

Auditors’ Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors’ Report on Compliance for each Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings; and Independent Accountants’ Report on examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated March 28, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no audit findings made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 to the financial statements. Also, as discussed in Note 1, the Town included the Jupiter Community Redevelopment Agency (the “CRA”) as a component unit of the Town.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management’s responsibility to monitor the Town’s financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Our assessment was done as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Unit

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component unit that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Honorable Mayor, Town Council, Audit Committee and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Marcum LLP

West Palm Beach, Florida
March 28, 2024



INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO SECTION 218.415, FLORIDA STATUTES

To the Honorable Mayor, Members of the Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

We have examined the Town of Jupiter, Florida (the "Town") compliance with Section 218.415, Florida Statutes, Local Government Investment Policies, for the fiscal year ended September 30, 2023. Management of the Town is responsible for the Town's compliance with the specified requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Town's compliance with the specified requirements.

In our opinion, the Town complied, in all material respects, with Section 218.415, Florida Statutes for the fiscal year ended September 30, 2023.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes and it is not suitable for any other purpose.

Marcum LLP

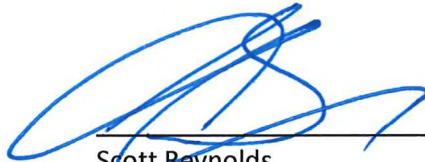
West Palm Beach, FL
March 28, 2024



BEFORE ME, the undersigned authority, personally appeared Scott Reynolds, who being duly sworn, deposes and says on oath that:

1. I am the Finance Director of the Town of Jupiter which is a local governmental entity of the State of Florida.
2. The Town of Jupiter adopted the following Ordinances implementing impact fees:
 - 1) Recreation Impact fees: (Ord 35-93, passed 5-4-1993)
 - 2) Police Impact fees: (Ord 48-95, passed 12-5-1995)
 - 3) Road Impact fees: (Ord 14-04, passed 4-20-2004)
3. The Town of Jupiter has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT



Scott Reynolds

Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

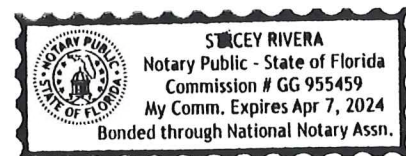
Subscribed and sworn to before me by means of physical presence this 11 day of March, 2024, by Scott Reynolds as Finance Director of the Town of Jupiter, who is personally know to me.

Print Name: Stacey Rivera

My Commission Expires: 04/07/2024

Notary Signature: 

Seal:



March 28, 2024

To the Honorable Mayor, Members of Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Town of Jupiter, Florida (the “Town”) for the fiscal year ended September 30, 2023. We did not audit the financial statements of the Town’s Municipal Police Officers' Retirement Trust (the “Plan”). Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Plan is based solely on the reports of the other auditors. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and OMB Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 20, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 – Summary of Significant Accountings Policies to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended September 30, 2023, with the exception of the implementation of Government Accounting Standards Board (“GASB”) Statement No. 91, *Conduit Debt Obligations*, GASB Statement No. 94, *Public-Private and Public Partnerships and Availability Payment Arrangements*, GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, and GASB Statement No. 99, *Omnibus 2022*. We noted no transactions entered into by the Town during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Town’s financial statements were:

Management's estimate of the net pension liability in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*, is based on actuarial methods and assumptions used by the actuaries for the development of funding valuation as well as the accounting valuation for the Municipal Police Officers' Retirement Trust, as well as for the Florida Retirement System ("FRS"). The key factors impacting the assumptions, such as change in market conditions, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop the estimate described above in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the Total Other Post-Employment Benefits ("OPEB") Liability in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, is based on actuarial methods, the total OPEB liability and assumptions used by the actuary for the development of the actuarially determined liability. The key factors impacting the assumptions, such as the discount rate and health rate assumptions, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop the estimate described above, in determining that it is reasonable.

Management's estimate of the allowance for uncollectible receivables for Utility Billings based on aging of receivables, historic loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure related to the Town's employee retirement plans in Note 10, the disclosures related to the Town's other postemployment benefits (OPEB) plan in Note 11, and the disclosures related to commitments and contingencies in Note 13 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Independence

For the fiscal year ended September 30, 2023, we were engaged to provide nonaudit/nonattest mainly related to assistance with the preparation of the Town's financial statements and assistance with the preparation of the data collection form. We reviewed the nature of the requested work, our role and management's role and determined that our independence would not be impaired, in fact or appearance.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 28, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Town's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, the budgetary comparison schedules with related notes, the schedule of changes in the net pension liability and related ratios for the Plan, the schedule of Town's contributions for the Plan, the schedule of money-weighted rate of return for the Plan, the schedule of the Town's proportionate share of the net pension liability and schedule of the Town's contributions for FRS and HIS, and the schedule of changes in the total OPEB liability and related ratios, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on combining fund financial statements and individual fund budgetary comparison schedules, and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on introductory section and statistical section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the Honorable Mayor, Town Council, Audit Committee and management of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "Marcum LLP". The signature is written in a cursive, flowing style.

Marcum LLP

Schedule – Summary of Passed Adjustments

Account	Description	Debit	Credit
---------	-------------	-------	--------

Proposed Journal Entries

Proposed Journal Entries JE # 4

To adjust for unbilled receivables and revenues as of 9/30/2023.

40000000 115000 00000	Accounts Receivable	651,968.00	
40000000 276000 00000	Net Assets Unrestricted		551,988.00
40000000 343300 00000	CFS-Water Revenue		99,980.00
Total		651,968.00	651,968.00

**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, APRIL 2, 2024**

Mayor Kuretski called the meeting to order at 7:00 P.M.

Roll Call: Mayor Jim Kuretski; Vice-Mayor Ron Delaney; Councilor Andy Fore; Councilor Cameron May; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill.

CITIZEN COMMENTS

Ms. Penny Payne, resident of 126th Terrace, thanked Council on behalf of the Art Committee for the opportunity to select the art work displayed throughout Town Hall.

Ms. Carrie Flynn, resident of Caravelle Drive, discussed her concerns regarding the request to modify the zoning in Abacoa and the impacts it would have on schools and the community.

Ms. Linda McDermott, resident of Chadwick Drive, noted her support for Palm Beach County Fire Rescue (PBCFR).

Mr. Conner Wallace, resident of Jeanette Way, asked for clarification on the budget, response time and station locations regarding the Jupiter Fire Rescue Department (JFRD).

Ms. Lisa Vreeland, resident of Robinson Street, mentioned her concerns regarding Jupiter Fire Rescue Department and her support PBCFR.

Ms. Cindy Loth, resident of 154th Road North, explained her experience with a Town of Jupiter police officer.

Ms. Kristen Henry, resident of Majorca Way, asked for explanation regarding the budget for JFRD and noted her support PBCFR.

MINUTES

1. March 19, 2024 Town Council Meeting Minutes.

Vice-Mayor Delaney moved to approve March 19, 2024 Town Council Meeting Minutes, as amended; seconded by Councilor Fore; motion passed.

Kuretski	Delaney	Fore	May	Sundstrom
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

Councilor Fore moved to approve the Consent Agenda; seconded by Councilor May; motion passed.

Kuretski	Delaney	Fore	May	Sundstrom
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

PUBLIC BUSINESS

2. **Resolution 3-24**, Approving contract EPW 2024-13, Park Landscape Maintenance to Kerner LLC DBA Kerner Environmental in an amount not to exceed \$75,869.84.
3. **Resolution 36-24**, Approving the award of EPW 2024-09, Events Plaza Wall Repairs to Overland Construction Co., Inc. in an amount not to exceed \$153,790.
4. **Resolution 42-24**, Approving the Renewal of Contract EPW 2022-20, Sea Grape Trimming and Exotic Removal with K & S Services of South Florida, Inc. in an amount not to exceed \$107,064.20.
5. **Sims Creek Open Space - Outside Agency Funding**
 - A. **Resolution 43-24**, Accepting Jupiter Inlet District's contribution of \$25,000 for improvements at Sims Creek Preserve.
 - B. **Resolution 44-24**, Approving a grant agreement between Florida Department of Environmental Protection and the Town of Jupiter for Sims Creek Preserve.
6. Approving the use of State Forfeiture funds for a donation to the Gulf Stream Council's Learning for Life Explorer Program to support the Law Enforcement Explorer Academy in the amount of \$7,000.
7. Approving the State Forfeiture Funds in the amount of \$9,428 for expenditures to hold the Annual Jupiter Police Soccer Tournament.
8. Approving the Annual License Renewal for Arctic Wolf Managed Detection and Managed Response Cybersecurity Protection in the amount of \$100,186.42
9. Approving the Annual License Renewal for VMware Virtual Server Host Software in the amount of \$89,454.95.

END OF CONSENT AGENDA

REGULAR AGENDA

PUBLIC BUSINESS

10. Approving the 2024 appointments to the Town's Boards and Committees, and Countywide Organizations.

Councilor Sundstrom moved to approve the following appointments and reappointments to the Art Committee:

Art Committee

Ms. Dorothy Katz
Ms. Penny Payne
Ms. Robin Neary
Ms. Heather Hatton
Ms. Melissa Kelley
Ms. Maria Merigiano Rodriguez
Ms. Arielle Yebba

Art Committee Alternates

Ms. Erin Bolin
Ms. Nikole Kessler

Seconded by Vice-Mayor Delaney; motion passed.

Kuretski
Yes

Delaney
Yes

Fore
Yes

May
Yes

Sundstrom
Yes

REGULAR AGENDA

PUBLIC BUSINESS

10. Approving the 2024 appointments to the Town's Boards and Committees, and Countywide Organizations.

Councilor Sundstrom moved to approve the following appointments and reappointments to the Audit Committee:

Audit Committee (1-year term)

Mr. Michael Webber
Mr. Mike Villella
Ms. Susan Present
Mr. Peter Rene
Mr. Sam Ulan

Councilor May stated he had a problem appointing the former Chief Financial Officer of the Town, who had recently filed a state ethics complaint against him.

Seconded by Vice- Mayor Delaney; motion passed.

Kuretski	Delaney	Fore	May	Sundstrom
Yes	Yes	Yes	No	Yes

Councilor Sundstrom moved to approve the following reappointments to the Beach Committee.

Beach Committee (serves at the pleasure of Council)

Ms. Shirley Brostmeyer - Appointed by Mayor Kuretski
Ms. Gail Whipple – Appointed by Vice-Mayor Delaney
Mr. Chase Malcolm – Appointed by Councilor Fore
Mr. Louis “Coke” Coakley – Appointed by Councilor May
Ms. Emily Johnson – Appointed by Councilor Sundstrom

Beach Committee At Large (2-year term)

Mr. David Uhlfelder

Beach Committee Alternates (2-year term)

Dr. Peter Fitzer
Mr. John Pugsley

Seconded by Councilor May; motion passed

Kuretski	Delaney	Fore	May	Sundstrom
Yes	Yes	Yes	Yes	Yes

Councilor May moved to approve the following reappointments to the Construction Board of Adjustments and Appeals:

Construction Board of Adjustments and Appeals (3-year term)

Mr. Scott Baruch
Mr. Richard Teel

Seconded by Councilor Sundstrom; motion passed.

Kuretski	Delaney	Fore	May	Sundstrom
Yes	Yes	Yes	Yes	Yes

REGULAR AGENDA

PUBLIC BUSINESS

10. Approving the 2024 appointments to the Town's Boards and Committees, and Countywide Organizations.

Councilor Fore asked to postpone his appointment.

Vice-Mayor Delaney moved to approve the following appointments and reappointments to the Environmental Task Force:

Environmental Task Force (serves at the pleasure of Council)

Ms. Christina Akly– Appointed by Mayor Kuretski

Ms. Elizabeth Summers– Appointed by Vice-Mayor Delaney

Ms. Anne Shoffner– Appointed by Councilor May

Ms. Christa Cherry – Appointed by Councilor Sundstrom

Environmental Task Force Alternates (2-year term)

Ms. Jill Watson

Seconded by Councilor May; motion passed.

Kuretski	Delaney	Fore	May	Sundstrom
Yes	Yes	Yes	Yes	Yes

Councilor Sundstrom moved to approve the following appointments and reappointments to the Historic Resources Board:

Historic Resources Board (serves at the pleasure of Council)

Mr. Lee Webber – Appointed by Mayor Kuretski

Mr. Josh Liller - Appointed by Councilor Fore

Ms. Christine Pinello - Appointed by Councilor Sundstrom

Historic Resources Board Alternates (1-year term)

Ms. Sara Misselhorn (First Alternate)

Council unanimously agreed to postpone on appointing the Alternate vacancy per Staff's recommendation.

Seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Fore	May	Sundstrom
Yes	Yes	Yes	Yes	Yes

Vice-Mayor Delaney moved to approve the following appointments and reappointments to the Planning and Zoning Commission.

Planning and Zoning Commission (serves at the pleasure of Council)

Mr. Danny Guisinger– Appointed by Mayor Kuretski

Mr. David Thompson - Appointed by Vice-Mayor Delaney

Dr. Michael Cassatly – Appointed by Councilor Fore

Ms. Karen Vinson – Appointed by Councilor May

Mr. Kevin Kirn – Appointed by Councilor Sundstrom

Planning and Zoning Commission At Large (1-year term)

Ms. Beth Kelso

Mr. Richard Dunning

REGULAR AGENDA

PUBLIC BUSINESS

10. Approving the 2024 appointments to the Town's Boards and Committees, and Countywide Organizations.

Planning and Zoning Commission Alternates (1-year term)

Mr. Paul Keenan (First Alternate)

Ms. Cynthia Blum (Second Alternate)

Seconded by Councilor Sundstrom; motion passed.

Kuretski	Delaney	Fore	May	Sundstrom
Yes	Yes	Yes	Yes	Yes

Countywide Organizations

Loxahatchee River Coordinating Council

Councilor May

Vice-Mayor Delaney (Alternate)

Palm Beach Transportation Planning Agency

Mayor Kuretski

Vice-Mayor Delaney (Alternate)

Palm Beach County League of Cities

Rotate Council Members

School Board District Liaison

Councilor Sundstrom

Councilor May (Alternate)

Issues Forum

Rotate Council Members

11. Selection of Town of Jupiter Vice-Mayor 2024-2025.

Vice-Mayor Delaney moved to select Councilor Sundstrom as Town of Jupiter Vice-Mayor 2024-2025; seconded by Councilor Fore; motion passed.

Kuretski	Delaney	Fore	May	Sundstrom
Yes	Yes	Yes	Yes	Yes

REPORTS

TOWN ATTORNEY

- Mediation for Sperry Property – Mr. Baird noted the mediation had been continued for the Sperry Environmental Land discussion brought by the Modica LLCs. He stated some progress was made and they continued to study some of the proposals that may resolve the matter.

TOWN MANAGER

- Parks and Recreation Facilities Master Plan Survey - Mr. Kitzerow stated the survey opened April 1st and allowed residents to provide input about current and future parks and recreation facilities. He noted the survey would be open until April 30th and could be found on the Town's homepage at www.jupiter.fl.us under News and Trending Topics.

REPORTS

TOWN MANAGER

- JupiterU – Mr. Kitzerow mentioned JupiterU would kick off with a welcome session from 10:00 am to noon tomorrow morning. He stated Councilor May would be attending and invited other Council members to attend. He added this year's session would include eight tours between now and May 1st.
- Veteran's Memorial Bricks – Mr. Kitzerow stated the second round of orders for the Veteran's Brick program closed on Sunday. He mentioned the bricks ordered at this time would be installed on Memorial Day, May 27th.
- Connect with Council – Mr. Kitzerow mentioned the next Connect with Council was scheduled for next week and would include nine Town departments. He stated the Bureau of Land Management and the Jupiter Branch Library would also be attending.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR FORE

- Fire department– Councilor Fore discussed the future of vehicles, funding and jobs within the Fire department.

COUNCILOR DELANEY

- Proposed Development of the Apartments in Downtown Abacoa – Councilor Delaney mentioned the property was privately owned and zoned for mixed use commercial not open or green space.
- Fire Truck Delivery Dates – Councilor Delaney stated the Town already owned the chassis for the ambulances and the boxes would be made in the coming months. He asked if everything was on schedule to be delivered before October 1, 2026.

Mr. Kitzerow stated they had not been notified of any delays.

VICE-MAYOR SUNDSTROM

- Union Backed PAC's Email – Vice-Mayor Sundstrom stated she received a number of documents regarding the litigation. She mentioned one email titled Jupiter Project sent from Richard with the Political Consultant to preseedent@iaff2928.com, on Thursday, August 24, 2023 at 5:23 PM. She read part of the email which included several immediate action items starting with Councilor May to lead the public facing opposition effort, initial launch of the September 5th Council meeting, PC (Public Concepts) to assist developing messages and target lists for email and text outreach, petition language and deadline, conference call with Public Concepts to discuss strategy, plan Town Hall meeting date and location, Public Concepts to develop strategy and petition rollout, etc.

Vice-Mayor Sundstrom mentioned the nearly \$215,000 that the Union had given the PAC which provided mailers and emails that stated fire stations would be closed and fire fighters would be fired. She questioned the breadth and depth of coordination and the criteria for targeting Jupiter residents.

Councilor May stated he was asked to lead the public opposition effort and had declined. He also stated he had stepped down from his position within the Union as the Legislative Vice President.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

Mayor Kuretski mentioned he had been curious who was behind it and that Public Concepts had a history that affected him in his most recent election. He stated he was troubled by the propaganda and misinformation.

ADJOURNMENT- 7:52 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER
TOWN OF JUPITER ZONING TEXT AMENDMENT FOR LINKAGE FEES



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Linkage Fees</u> – Town-initiated Zoning Text Amendment to Section 27-3191, increasing the commercial and industrial linkage fee from \$1 to \$2 per square foot after the first 10,000 square feet gross floor area.

EXECUTIVE SUMMARY

Consideration of a Town-initiated Zoning Text Amendment application to Section 27-3191, increasing the commercial and industrial linkage fee for workforce housing from \$1 to \$2 per square foot after the first 10,000 square feet gross floor area.

The attached Ordinance 8-24 is a result of the Town Council's direction received during the EAR-based Amendments discussion on September 19, 2023. The Town Council provided direction to move forward with the fee increase, therefore staff is processing the change from \$1 to \$2. If the Town Council desires to increase the amount further, a nexus study should be conducted to analyze and propose a new rate based on the rational relationship between the amount of the fee imposed and the impact of new construction on the need for affordable housing. The existing \$1 fee is nominal compared to current housing prices.

ANALYSIS

Staff researched nearby municipalities for similar fee rates and provided the information in the staff report (see Attachment 2). Compared to jurisdictions with linkage fees, the Town of Jupiter's existing and proposed fee is one of the lowest.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At their February 13, 2024 meeting, the Planning and Zoning Commission recommended approval (by a 6-1 vote) of the subject Zoning Text Amendment.

TOWN COUNCIL ACTION:

At their March 19, 2024 meeting, the Town Council approved on consent (by a 3-0 vote) the first reading of the subject Zoning Text Amendment to Section 27-3191, as shown in Ordinance No. 8-24.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance 8-24 Linkage Fees
2. Staff Report

FUNDING SOURCE

- Funding is not necessary for this request

For more information or to request attachments, please contact Lizzi Conley at Elizabethc@jupiter.fl.us and/or (561) 741-2589.

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ORDINANCE NO. 8-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 27, ARTICLE XI, DIVISION 44, SECTION 27-3191, TO INCREASE COMMERCIAL AND INDUSTRIAL DEVELOPMENT LINKAGE FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter, Florida (“Town”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Council has the authority, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Chapter 166, Florida Statutes, to adopt land development regulations that further the public health, safety, and welfare; and,

WHEREAS, the Town Council has determined that it is appropriate to amend Chapter 27, Article XI, Division 44, Section 27-3191 to increase the linkage fee to be assessed on all new commercial and industrial development exceeding 10,000 square feet of gross floor area, or development which expands or redevelops existing commercial or industrial development by more than 10,000 square feet; and

WHEREAS, the Town Council, after due notice has considered at public hearings this amendment to Article XI, Division 44, Section 27-3191 to increase linkage fees assessed in the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AS FOLLOWS:

1 **Section 1.** The whereas clauses are incorporated herein as true and correct and as
2 the legislative findings of the Town Council.

3 **Section 2.** Town Code Chapter 27, Article XI, Section 27-3191 is hereby amended to
4 read as follows:

5 **Sec. 27-3191. - Commercial and industrial development linkage fee.**

6 (a) Linkage fee *requirement*. All new commercial and industrial development
7 exceeding 10,000 square feet of gross floor area, or development which expands or
8 redevelops existing commercial or industrial development by more than 10,000
9 square feet of new gross floor area is required to pay a linkage fee of ~~\$1.00~~\$2.00 per
10 square foot.

11 (b) *Collection of the linkage fee*. The fee shall be collected upon the issuance of a
12 building permit and shall be deposited into the town's housing trust fund.

13 (c) *Exemptions*. A linkage fee shall not be required for:

- 14 (1) Public and private non-profit educational institutions;
15 (2) Government buildings; or
16 (3) Places of worship.

17 (d) *Waiving of linkage fee for targeted development*.

18 (1) The following criteria shall be used to determine whether a desirable
19 targeted development qualifies for the waiving of linkage fees by the town
20 council:

21 a. The development must fall into one the following industry clusters:

- 22 1. Bioscience;
23 2. Medical or pharmaceutical research and development;
24 3. Education related to the above industrial clusters.

1 b. The development shall demonstrate the capability to create new
2 employment positions in the town within the first two years of
3 operation or within two years of expansion of its operation within the
4 town.

5 c. New employment positions shall be value-added employment
6 based on the average salary paid by the employer. Value-added
7 employment is defined as the average salary for new employment
8 positions created being at least ten percent higher than the current
9 per capita income level in Palm Beach County as reported by the
10 Bureau of Economic and Business Research, University of Florida.

11 d. The development shall submit sufficient financial information to the
12 town manager to establish solvency and status as an ongoing
13 business prior to granting the linkage fee waiver. Due diligence
14 reports may include a Dun and Bradstreet report or such other reports
15 as deemed necessary by the town.

16 e. Notwithstanding the criteria listed herein, a development shall
17 qualify to have linkage fees waived if the project meets the criteria of
18 section 27-3191(d)(1)a and is sanctioned by the state or other
19 governmental entity economic development organization.

20 (Code 1992, § 27-1675.38; Ord. No. [7-15](#), § 3, 5-19-2015)

21 **Section 3. Severability.** If any section, subsection, sentence, clause, phrase or
22 portion of this ordinance is for any reason held invalid or unconstitutional by any court of
23 competent jurisdiction, such portion shall be deemed a separate, distinct and independent
24 provision and such holding shall not affect the validity of the remaining portions thereof.

1 **Section 4. Repeal of laws in conflict.** All ordinances or parts of ordinances in conflict
2 herewith are hereby repealed to the extent of such conflict.

3 **Section 5. Effective Date.** This ordinance shall take effect upon its execution.

4

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6 #4257095 v1 26503-00001

TOWN OF JUPITER STAFF REPORT FOR LINKAGE FEES
ZONING TEXT AMENDMENT
TOWN MANAGER’S OFFICE



DATE: April 16, 2024
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning **JS**
SUBJECT: **Linkage Fees** – Town-initiated Zoning Text Amendment to Section 27-3191, increasing the commercial and industrial linkage fee from \$1 to \$2 per square foot after the first 10,000 square feet gross floor area.

Ordinance No. 8-24	Planning and Zoning Commission	02/13/24
PZ 24-5895	Town Council	03/19/24 (1st Reading)
L. Conley	Town Council	04/16/24 (Adoption)

Applicant: Town of Jupiter
Town Initiated Request: Town-initiated Zoning Text Amendment to Section 27-3191, increasing the commercial and industrial linkage fee from \$1 to \$2 per square foot after the first 10,000 square feet gross floor area.

Town Council Action

At their March 19, 2024 meeting, the Town Council approved on consent (by a 3-0 vote) the first reading of the subject Zoning Text Amendment.

Planning and Zoning Commission Recommendation

At their February 13, 2024 meeting, the Planning and Zoning Commission recommended approval (by a 6-1 vote, with Commissioner Thompson dissenting) of the above mentioned amendments as shown in Ordinance No. 8-24.

Staff Compliance Review Summary

Staff has drafted a zoning text amendment to increase the linkage fee from \$1 to \$2 as requested by the Town Council during the September 19, 2023, EAR-based Amendments discussion at Town Council. Staff has reviewed the language and determined that it is consistent with the Comprehensive Plan and Town Code as shown in **Ordinance No. 8-24**.

Background.

This Town-initiated zoning text amendment (ZTA) application amends Section 27-3191, to increase the commercial and industrial linkage fee for workforce housing in order to account for

increases in inflation, construction costs, and housing demands. The basis of the modification is to set an incremental increase in the linkage fee to address the substantial increases in land costs and impact of inflation on housing construction costs, since 2015.

According to the Town code “all new commercial and industrial development exceeding 10,000 square feet of gross floor area, or development which expands or redevelops existing commercial or industrial development by more than 10,000 square feet of new gross floor area is required to pay a linkage fee of \$1.00 per square foot.” The fee is collected upon the issuance of a building permit, based on the amount of commercial or industrial development, and set aside within the housing trust fund that the Town established for the purpose of depositing funds collected pursuant to the workforce housing program and can be used only for several housing programs, as outlined in Town code. This fee is in place to compliment inclusionary zoning by ensuring non-residential development, that creates the need for workforce housing, is providing to the Town’s housing trust fund to off-set that need.

The \$1, adopted in 2015, was considered a nominal fee related to the actual need for more workforce housing created by proposed non-residential development, i.e. creation of low wage jobs and the employees who will need housing. Linkage fees that are not nominal are typically determined through a nexus study. A nexus study is a study conducted to analyze the connection between non-residential uses that create a need for workforce housing for their employees and the cost of addressing the need for attainable housing. However, when the Town adopted the linkage fee in 2015, the dollar amount was considered nominal compared to actual cost of providing workforce housing to meet the demands associated with non-residential development. The higher costs have been documented by other Florida communities, which conducted nexus studies and adopted a higher, specific amount based on construction and housing costs. The Town Council may request the fee be reevaluated in the future. A roundtable for Workforce Housing is tentatively scheduled for April where this may be considered.

Staff has researched nearby municipalities for fees charged or studied for non-residential development to address Workforce Housing needs and has provided the information in the Analysis section below. The Town linkage fee is one of the lowest fees, in comparison to other municipalities having varying higher fee rates that also vary for different land use types.

Analysis.

During the September 19, 2023 EAR-based Amendments discussion at Town Council, staff received direction to increase the linkage fee of \$1 per square foot to \$2 per square foot as provided in Exhibit 1. The rate of \$1 per square foot is nominal compared to a rate that could be justified by using a linkage fee analysis (aka: linkage fee nexus study) to evaluate the actual costs to determine a maximum fee. Under Florida law there must be a rational relationship between the amount of fee imposed and the impact of new construction on the need for affordable housing. A nexus study analyzes a number of factors, such as estimated new employees per new building square footage, industry distribution, employees by income category, housing demand, and housing cost, to set a maximum linkage fee. The governing body for a municipality can then use the study as the basis to set a reasonable linkage fee rate.

Included below is a compilation of research of other municipalities and 2023 EAR-based information for the Housing Element of the Comprehensive Plan to determine an appropriate amount for the Workforce Housing Linkage Fee increase.

Analysis:

As part of the Workforce Housing Program land development regulations ([Chapter 27, Article XI, Division 44](#)) adopted in 2015, a non-residential linkage fee was established at a rate of \$1 per square foot after first 10,000 square feet of gross floor area ([Section 27-3191](#)). Refer to Attachment 1- 2015 Workforce Housing Program Staff Report for the adoption of the original \$1 linkage fee. The fee is collected upon issuance of a building permit and deposited in the Town's housing trust fund. Approximately \$275,000 has been collected through the linkage fee.

The Town analyzed the results of Palm Beach Gardens linkage fee analysis as a reasonable benchmark for comparison to the Town's linkage fee rate. Palm Beach Gardens has similar population and demographic characteristics, and conducted a comprehensive Workforce Housing Program study in February 2020, which included an in-depth linkage fee analysis. Palm Beach Garden's City Council decided not to adopt a linkage fee as part of its overall workforce housing program, because it was "not consistent with the business-friendly development climate that the City strives to maintain with a low and stable tax rate and high level of service." Palm Beach Gardens utilizes other incentives such as bonus programs, includes recommendations for developers to donate to their housing trust fund, and allows waivers, and auxiliary dwelling units, according to the Palm Beach Gardens 2020 Workforce Housing Report. The linkage analysis, based on 2017 data, concluded that the maximum limits that could be reasonably set based on land use types was:

- Industrial land use fee: \$10.30 per square foot of building area
- Commercial land use fee: \$19.05 per square foot of building area
- Office land use fee: \$6.00 per square foot of building area
- Hotel fee: \$11.34 per square foot of building area
- Limited or extended stay hotel fee: \$0.86 per square foot of building area

The Town reviewed other linkage fee nexus studies provided by the Florida Housing Coalition. The City of Winter Park conducted a study in 2021. It referenced a number of other linkage fee nexus studies and determined that it could enact a linkage fee of \$3.30 - \$3.96 per square foot to meet its workforce housing goals. The city adopted a linkage fee of \$2 per sf for restaurants and \$1 per sf for other non-residential construction.

Daytona Beach linkage fee nexus study: recommended a maximum workforce housing linkage fee based on averaging the new construction and Multiple Listing Service (MLS) data are:

- Industrial land use fee would be \$7.22 per square foot of building area.
- Commercial land use fee would be \$21.26 square foot of building area.
- Office land use fee would be \$23.35 per square foot of building area.
- Hotel fee would be \$12.45 per square foot of building area
- Limited or extended stay hotel fee would be \$1.23 per square foot of building area

Based on Strategic Planning Group's (the group that prepared Palm Beach Garden's Workforce Housing Program) experience many cities, especially in Florida, that have chosen to adopt linkage fees, are in the \$1 to \$5 range (before the recent jump in housing and construction costs) which are financially acceptable to developers. According to data from the Shimberg Center for Housing Studies, the average cost for a home in Jupiter have about doubled in cost from 2015 to 2023.

The Town's existing non-residential linkage fee of \$1 per square foot was adopted as a flat fee instead of basing it on individual land uses. It is evident that the Town's linkage fee is significantly lower than what it could reasonably charge if the fee was based on a linkage fee analysis conducted specifically for the Town. Increasing the linkage fee to \$2 per square foot could be an interim rate, until the Town Council discusses workforce housing at a future roundtable tentatively scheduled for Q2 of 2024. During the roundtable, the Town Council may consider a nexus study to establish a new rate or maintain the proposed \$2 per square foot. For the time being, the proposal is to change the rate to \$2 per square foot now, per the direction of Council.

Conclusion.

Based on the direction of the Town Council, Staff drafted a zoning text amendment to raise the linkage fee to \$2 in order to narrow the gap created by inflation and increasing housing costs, as an interim rate until the Workforce Housing Roundtable.

Attachments:

Attachment A - 2015 Workforce Housing Program Staff Report

Contact Elizabeth Conley at 561-741-2589 or email at Elizabethc@jupiter.fl.us for a copy of the attachments.

TOWN OF JUPITER TOWN MANAGER'S OFFICE



DATE: May 13, 2015

TO: Honorable Mayor and Members of Town Council

THRU: Andrew D. Lukasik, Town Manager

FROM: John R. Sickler, Director, Department of Planning and Zoning *JS*

SUBJECT: **WORKFORCE HOUSING PROGRAM REGULATIONS** – Zoning text amendment to Chapter 27 to create a new division of Article X, entitled “Workforce Housing Program” (WHP) to establish regulations for an inclusionary workforce housing requirement for all developments of ten or more residential dwelling units; a linkage fee for non-residential development; WHP density bonus provisions; and to amend Section 27-1 to include workforce housing definitions.

Ordinance No. 7-15 PZ 14-240 DMK	Meeting dates:	PZ 02/10/15 TC 03/17/15 - 1st Reading (Cont.) TC 04/21/15 – 1st Reading TC 05/19/15 - 2nd Reading
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Applicant: Town-initiated

Request: Zoning text amendment (Exhibit 1) to provide for new Division 43 “Workforce Housing Program” land development regulations to establish:

1. A non-residential linkage fee;
2. An inclusionary workforce housing requirement for all residential development applications of ten units or more;
3. Workforce Housing Plan (WHP) density bonus and other developer benefits;
4. Payment in lieu options for workforce housing units;
5. Other new sections pertaining to:
 - a. Construction standards;
 - b. Household eligibility standards;
 - c. Homeowner and homebuyer assistance plan;
 - d. Sales and rental prices;
 - e. Resale requirements;
 - f. Housing trust fund.

Zoning text amendment (Exhibit 1) to Section 27-1 to create workforce housing definitions.

Town Council Action (04-21-15).

At the April 21, 2015 meeting, the Town Council approved (by a 3-2 vote) on first reading the proposed text amendments and directed staff to address the following issues for second reading:

1. Review commercial and industrial linkage fees from around the country to determine if the currently proposed exemption “of the first 2,000 s.f.” from the linkage fee should be increased.

Staff Comment: Based on additional analysis (see **highlighted** section of page 6 of the staff report) staff recommends the exemption be increased to 10,000 s.f. Staff has also included a Broward County April 2015 Policy Issue Update (Attachment F) for a potential countywide housing linkage fee. Broward County staff in a 2008 report recommended a linkage fee of \$1.00 per s.f. for retail and office uses and \$0.50 for other non-residential uses. A 2014 Nexus Study completed by the Metropolitan Center at Florida International University determined the cost per square foot for these uses has increased by approximately 800% since 2007. The update notes that if a linkage fee of \$5.00 per s.f. for retail and office uses and \$2.50 for other non-residential uses had been in effect during 2014, over \$10 million would have been collected for affordable housing programs. Their final recommendation is pending.

2. Provide an update as to the status of the \$1 million from the 2006 Lennar Homes settlement agreement that was set aside for affordable housing uses.

Staff Comment: Staff has confirmed with the Finance Department that the \$1 million is located in a Town Fund Balance account and is specifically earmarked for usage in an affordable/workforce housing capacity. The 2006 settlement agreement states that the funds are for public purposes as the Town Council determines, to offset the impacts created by the development of the Loxahatchee Reserve (now known as Rialto) residential neighborhood. Further, the settlement agreement does not include any other restrictions in relation to how the funds may be used.

3. Focus on language that would allow for the redevelopment of substandard housing and address the need to maintain the existing housing stock that is functioning well as workforce housing.

Staff Comment: Staff has provided new language in 27-1675.40(3) *Density bonuses and other incentives* stating that prior to the granting of a density bonus associated with redevelopment of existing residential units, the benefit of the number and affordability of the proposed workforce housing units shall be compared to the number, housing condition and affordability of the existing units to determine if there is a benefit to the Town and surrounding development (see **highlighted** section of pages 8 and 10-11 of the staff report).

4. Coordinate with the development community to get additional input on the proposed workforce housing program regulations.

Staff Comment: Staff received comments from Jack Weir, President of Eastwind Development (Developer of Dakota Apartments and Mangrove Bay apartments) on the proposed regulations. Mr. Weir provided his initial comments late March 2015 and his additional comments from an April 27, 2015 meeting as noted in Attachment H. Staff also included a response.

Based on one of Mr. Weir's comments, staff recommends an additional option be included in Section 27-1675.42 (4) pertaining to the timing of construction requirements for the workforce housing units if the sequence of construction of a development is not physically feasible. Staff recommends the inclusion of an additional provision to allow a developer to submit a letter of credit, equal to the total dollar amount of in lieu fees, to ensure that the required workforce housing units are constructed.

Workforce Housing Program LDRs – ZTA
Page 3

5. Follow up on items presented at April 21, 2015 meeting:
 - a. Florida Department of Economic Opportunity staff suggested to provide criteria to achieve 65% bonus density for additional workforce housing units for low income households – See **highlighted** analysis on page 8 of the staff report.
 - b. Modification of maximum rent calculation – Staff had stated that there might be an alternate approach to calculating maximum workforce housing rents. However, this is now not recommended based on the **highlighted** analysis contained on page 12-13 of the staff report. Staff has also included more detailed guidelines for the application of utilities allowances in this section as noted in the analysis.
6. Section 27-1675.40(4) Town Traffic Performance Standards incentive – Staff recommends including the identical language contained in Housing Element Policy 1.2.9 d) pertaining to reviewing potential impacts to the State Strategic Intermodal System facility (I-95) as may be required by applicable State law.

Staff Update (04-14-15).

Staff recommends the following changes to the ordinance based on discussion during the presentation at the March 17, 2015 meeting:

- Waiver of linkage fee for developments creating high paying jobs (page H, lines 2-25);
- Inclusion of an additional criteria for a density bonus when providing more than 50% of bonus dwelling units as workforce housing units (page L, lines 5-6).

Town Council Action (03-17-15).

At their March 17, 2015 meeting, the Town Council **continued** (by a 4-0 vote) the Workforce Housing Program zoning text amendment to the April 21, 2015 meeting. The Town Council directed staff to provide responses to several question. The staff memo responding to the Town Council's questions is included as Attachment E.

Staff Update (03-10-15).

Since the Planning and Zoning Commission meeting, staff has modified Ordinance #7-15 to address the need for rental or sales price floors and to address a comment from the public. Section 27-1675.44 includes provisions for the minimum sales prices and rental rates for workforce housing. In addition, new definitions are provided in Section 27-1 for "rental floor" and "sales price floor" (see page 7 of staff report for analysis).

The second item revised was in response to a public comment. A concern was raised that limiting workforce housing rental dwelling units to only low and moderate-low income households would make any future rental projects economically unfeasible. Staff, with input from the housing consultant, updated Sections 27-1, 27-1675.39 and 27-1675.44 to add the moderate-high income household range to rental workforce housing programs (see page 7 of staff report for analysis).

Planning and Zoning Commission Recommendation.

At the February 10, 2015 meeting, the Planning and Zoning Commission recommended **approval** (by a 4-2 vote) of the text amendment with one modification to provide clarification on

the phasing of construction of workforce housing units in Sec. 27-1675.41 and Sec. 27-1675.42. The updated language has been included in Ordinance #7-15.

Planning and Zoning Commissioners also had the following questions:

1. If a property owner was proposing to redevelop a property which already contained residential dwelling units (i.e. tear down and build new residential), what would the Workforce Housing Program inclusionary requirements be in this example?

Staff Comment: Staff has added language to Section 27-1675.39(4) of Ordinance #7-15 that requires redevelopment that removes and replaces existing residential units to meet the workforce housing requirements the same as new development (see page 5 of staff report for analysis).

2. Whether the program as it is proposed would be an unconstitutional taking?

Staff Comment: The Town's consultant, Innovative Housing Institute (IHI), provided an analysis of inclusionary housing ordinances that were upheld from 2000 to 2015 (see page 5 of the staff report and Attachment C). The analysis was provided by Mr. Nicholas J. Brunick, a partner in the Chicago Law Firm of Applegate Thorne-Thomsen. Mr. Brunick is an expert in legal matters pertaining to inclusionary housing.

The above proposed text changes recommended by staff, are shown in Ordinance #7-15.

Staff Recommendation.

Staff recommends **approval** of the proposed inclusionary Workforce Housing Program (WHP) land development regulations, WHP density bonus provisions, linkage fee for non-residential development and workforce housing definitions, as contained in Ordinance #7-15, with additional language indicated by underline.

Background.

The history timeline for development of the new Workforce Housing Program is contained in the concurrent Housing Element Comprehensive Plan text amendment. Since 2008, the Town has had the framework in place for the Workforce Housing Program. The existing housing objectives and policies adopted in 2008 are consistent with Palm Beach County's (PBC) mandatory workforce housing regulations. The PBC Workforce Housing Program was used as a model because a substantial amount of public input occurred with developers and builders to adopt the regulations. The Town's program was intended to complement the County's efforts.

In preparing to implement the new Workforce Housing Program, staff began public outreach with the establishment of a Workforce Housing Steering Committee. This committee has met four times since 2012. Additional coordination via email and subsequent individual meetings have occurred throughout the process. Staff and the consultants have also held two Workforce Housing public workshops.

Based on the Comprehensive Plan policies, land development regulations (LDR's) are still needed in order to implement and require the inclusionary workforce housing as originally established. The proposed LDR's presented by staff and the Town's Housing consultants continue to generally model Palm Beach County; however, there are additions proposed due to the unique characteristics of the Town, including but not limited to the fact that the Town is nearing build-out and the differences in the local market. These include recommendations for a linkage fee for non-residential uses, for-sale workforce housing units provided in perpetuity, and

a 14% additional workforce housing requirement for properties changing the land use or zoning that creates additional density not previously permitted.

To date, the Town has approved 1,589 dwellings units in Abacoa and 75 in Barcelona that were restricted on sale and rental prices. The units in Abacoa were not income qualified and were only required to remain affordable (based on moderate high median income) for only five years. 1,184 of the 1,589 units have already expired. 270 workforce housing rental units are under construction in Allure (of the 340 total), and 135 rental units have been constructed in Dakota (of the 190 total). Once the units in Allure and Dakota expire, the mixed use project will no longer have requirements that would limit sales or rental prices. In comparison, there are 75 rental workforce housing units that were approved in Barcelona apartments on Military Trail which will remain for 50 years. The Barcelona apartments were approved to be income qualified, and to provide for a range of income levels from low to middle income. Workforce housing units are proposed to be scattered amongst market rate units. Barcelona was approved with workforce housing and density bonuses based on the existing Workforce Housing Policies in the Comprehensive Plan. This project is the first to have the inclusionary housing in the Town and is a good example of the program.

Analysis.

While the background provided above and in the Comprehensive Plan amendment gives information on what the Town has done so far regarding Workforce Housing, it is important to also consider why these policy initiatives were created. A Workforce Housing Program or inclusionary zoning:

- Provides opportunities for housing that is achievable to the working middle class;
- Provides opportunities to families to achieve a better way of life specifically in the Town which has an environment that can contribute to success with high quality public schools, lower crime rates and public access to many unique natural resources;
- Promotes a diverse population and community that enriches the Town;
- Will reduce the deficit in affordable and workforce housing in which the Town will undoubtedly never satisfy; and,
- Helps to reduce the gap in affordability for housing prices that are again less affordable as the market has rebounded so quickly in the town.

The staff report provides a general overview with commentary of the proposed land development regulations for the new Division 43 “Workforce Housing Program”. The Town’s Housing consultant has also provided supporting analysis and justification for the new program in Attachment A- Innovative Housing Institute (IHI) Report.

A. Proposed new Division 43 “Workforce Housing Program” - Starting from Section 27-1675.37 to 27-1675.48, creates a new division in Article X in Chapter 27, as follows:

- 1. Commercial and industrial development linkage fee (Section 27.1675.38)** – Establish a linkage fee of \$1.00 per square foot of new and redevelopment of commercial and industrial development that exceeds 10,000 (s.f.) square feet of new gross floor area.

Staff Comment: The proposed non-residential linkage fee is based on the requirement in existing Housing Element Policy 1.2.8 to investigate the feasibility of establishing such a fee. Staff notes that the Town is close to build-out and there are currently less than 10 acres of vacant land assigned with residential land use designations, which do not have

development approvals. This leaves limited opportunities for large residential development, and it is anticipated that future residential would be part of a mixed use project or be redevelopment.

To address comments raised at the first reading by Town Council, Staff is recommending to increase the square footage exemption for the first 10,000 s.f. (from 2,000 s.f.) of new gross floor area. The s.f. exemptions listed below from linkage fees utilized by other communities in Florida and other municipalities across the country that are of similar size (around populations¹ of 100,000 or less), provide varying exemptions above and below the 10,000 s.f. exemption proposed by staff.

Linkage fee square footage exemption		
City	Population	Exemption
Coconut Creek, Florida	56,792	None
Winter Park, Florida	29,203	None
Somerville, Massachusetts	78,804	Commercial developments of at least 30,000 square feet.
Cambridge, Massachusetts	107,289	Commercial developments over 30,000 s.f.
Walnut Creek, California	66,900	first 1,000 s.f.
Santa Monica, California	92,474	first 1,000 s.f.

The proposed 10,000 s.f. recommended by staff is more based on local conditions in the Town. Specifically, staff notes that the majority of small business commercial projects and expansions proposed by local developers tend to be closer to 10,000 s.f. in size and the exemption will not impact these types of developments.

In addition, staff has included a Broward County April 2015 Policy Issue Update (Attachment F) for a potential housing linkage fee since it is recent and details information in Florida.

As noted in the attached IHI Report (pages 5-6), commercial and industrial development create a need for workforce housing for their employees. The report notes that two local governments in Florida, Coconut Creek and Winter Park, utilize linkage fees. The Coconut Creek linkage fee varies from \$0.37 to \$2.42 per square foot depending on the use and the Winter Park fee is \$0.50 per square foot. The IHI report notes that the proposed \$1.00 per square foot charge is much less than similar linkage fees throughout the Country (\$4.00 to \$8.00). Staff acknowledges that the linkage fee must be balanced with the Town's strategic priority to provide incentives for bioscience economic development. Accordingly, staff has included a waiver process from linkage fees in the ordinance for development going through the approval process, which falls in the industry clusters of bioscience, medical or pharmaceutical research and development, or education related to either of these industry clusters, and is proposing higher paying jobs. The specifics of the proposed waiver process is the same as the existing regulations in the Code to qualify for the expedited review process for development in these same industry clusters. Finally, in conjunction with the proposed waiver process from linkage fees, the Town Council could also give consideration on a case by case basis for the Town to fund the associated linkage fee for other desired uses.

¹ 2013 U.S. Census Estimated Population

- 2. Purpose and intent (Section 27-1675.37)** – The purpose and intent of the Workforce Housing Program is to ensure an adequate inventory of owner occupied or rental housing throughout the Town that is affordable to low, low-moderate, moderate-high and middle income households.

Staff Comment: The Florida Legislature enacted a statutory goal that “by the year 2010, this state will ensure that decent and affordable housing is available for all of its residents” Section 420.0003(2), Florida Statutes. The Comprehensive Plan Housing Element requirements of Chapter 163, Part II, Florida Statutes, do not intend for local governments to build affordable and workforce housing. However, local governments are expected to facilitate affordable and workforce housing development by the private sector. It is intended that the proposed WHP division will implement the provisions in the Town’s Housing Element to facilitate the development of workforce housing.

- 3. Workforce housing requirements (Section 27.1675.39)** – This section of the proposed regulations includes requirements for the following:

- Inclusionary workforce housing requirement of 6% of total dwelling units for developments proposing 10 or more units for developments not requiring land use amendments or rezoning;
- If a land use amendment or rezoning is requested to increase density, then 20% of the dwelling units associated with the increased density is required to be inclusionary workforce housing.
- The regulations apply to site plan, planned unit developments, or amendments to either;
- The tenure (for-sale or rental) of the workforce units are required to match the tenure of the market rate dwelling units in a development;
- Community Land Trusts (CLT) – The Town Council may authorize entering into an agreement with a CLT to administer the WHP created in the proposed division;
- Exempted types of developments from the requirements include projects developed utilizing subsidized state or federal housing programs, mobile home parks, educational dormitories or nursing homes.
- Applicability of workforce housing requirements for redevelopment – Staff recommends redevelopment be required to meet the same workforce housing requirements as new development because it is likely that the existing residential being replaced would be outdated (approximately 30 or more years old) and more likely be performing with rental rates or property values consistent with workforce housing.

Staff Comment: The proposed increase in the percentage of required workforce housing units in a development, when a land use amendment or rezoning is required, is recommended because a land use amendment or rezoning would provide additional residential entitlements and the increased inclusionary requirement is a way to capture additional workforce housing units above the 6%. An example of the increased requirement is contained in the IHI WHP Report on pages 6-7. The benefits of utilizing a CLT include assurance that a WHP plan will be properly administered and that homes remain affordable for the long term, as further explained in the IHI WHP report (page 12).

Staff requested the housing consultant provide information (Attachment C) of national case law pertaining to inclusionary zoning in the last 15 years. The information was provided by Nicholas J. Brunick, a partner in the Chicago Law Firm of Applegate Thorne-Thomsen. The information includes seven cases from courts in Florida, New Jersey and

California. In all seven examples, the applicable courts ruled that the inclusionary housing ordinances did not constitute an unconstitutional taking, because, among other reasons, the ordinances still allowed the developer to obtain significant benefits and receive a just and reasonable return on investment. Staff notes that while all of the cases were affirmed by the courts, according to the consultant there has been case law where inclusionary zoning ordinances have been struck down. However, in nearly all of these instances the ordinances were struck down for state or local law reasons (e.g. state law prohibiting rent control, the lack of state or local enabling authority for inclusionary zoning, etc.) and not for federal constitutional reasons (e.g. a taking). In some of those cases, the ordinances were revised in light of the court decision and have served as productive programs.

4. Density bonuses and other incentives (Section 27.1675.40) – This section of the proposed regulations includes the following:

- The proposed density bonuses up to 30% of the base density require that 40% of the additional units are designated as workforce housing units. Bonuses above 30% to 100% require that 50% of the additional units are designated as workforce housing units, and one or more of the following:
 - The property is assigned with a land use designation that has a maximum base density of at least 6 units per acre;
 - The property is within ½ mile of a funded or developed Tri-Rail station;
 - The property is within either the Toney Penna or Inlet Village Redevelopment Overlay Areas (ROAs);
 - More than 60% of additional units are designated as workforce housing units.
- Up to 65% additional bonuses above the base density for the provision of additional workforce housing units for low income households. As part of the review of the concurrent Housing Element Comprehensive Plan text amendment, the Florida Department of Economic Opportunity (DEO) staff suggested providing criteria in the workforce housing program regulations for achieving the density bonus up to 65% of the base density. Specifically, DEO staff recommended a provision be added of additional workforce housing units for low income households. Staff has included additional criteria for this density bonus in Section 27-1675.40 2), that requires the provision of at least 25% of the density bonus units as workforce housing units for low income households, and one or more of the following:
 - The future land use designation is High Density Residential, Inlet Village Residential, Mixed Use, Riverwalk Flex or Inlet Village Flex;
 - It is within ½ mile of a developed Tri-Rail station, or the Tri-Rail station is funded in a 5-year capital improvement plan;
 - It is within the Toney Penna, Center Street or Inlet Village Redevelopment Overlay Areas;
- Granting density bonus for redevelopment of existing residential units - Determine the net benefit of replacing units based on a comparison to the number, housing condition and affordability of existing units (Detailed below).
- Other incentives include the following:
 - Traffic concurrency exception, up to 30% above the adopted level of service (LOS) standard of affected roads and intersections for workforce housing units;
 - Expedited permitting for residential developments providing workforce housing units.

Staff Comment: Staff notes that most of the new residential developments to be developed in the Town will be redevelopment, and therefore will most likely be multi-family dwelling units. In order to achieve a viable density to develop a multi-family or

mixed use project, a developer may need to achieve density bonuses above the maximum base densities in the Town's land use designations. Requiring additional workforce housing units for the granted additional density bonuses is another way to increase the total percentage of such units above the inclusionary 6%. The specifics of each of the bonus density tier are further analyzed in the IHI Report on pages 7-8. With regard to the proposed traffic concurrency exception incentive, staff notes this is a revision to the existing incentive that is contained in Housing Element Policy 1.2.11. As noted in the concurrent Housing Element text amendment, the proposed revision is similar to what is contained in Palm Beach County's Transportation Element of their Comprehensive Plan.

Redevelopment Potential for Existing Multifamily Developments - To analyze the redevelopment of existing housing stock that is assumed to be functioning as workforce housing, staff reviewed the existing locations where redevelopment is likely. The table below shows existing rental apartments that are under single ownership, and the existing and the potential number of dwelling units if the maximum density bonuses were approved.

	Existing developments	Size (in acres)	Existing Density	Existing # of Units	# of Units at 15 units/ acre	Meets Eligibility requirements of WFH criteria for 15 units/acre?
Existing subsidized housing						
1	Toney Penna Apts.	1.66	10.8	18	24	Yes
2	Second Housing Group (Next to Toney Penna Apts.)	1.75	13.7	24	26	Yes
3	Stephenson Manor	4.1	7.8	32	61	Yes
4	Jupiter Lakes Condos	7.5	8	60	112	Yes
5	Wood Duck Apts.	8.02	8	64	120	Yes
Center Street apartments						
6	130 Center Street	0.43	11.6	5	6.4	Maybe
7	1600 Center Street	1.68	17.85	30	25*	Maybe
8	708 N. Whitney Drive	2.5	12	30	38	Maybe
9	704-708 N. Whitney Drive	0.53	7.5	4	8	Maybe
Pine Gardens South apartments						
10	3 rd Street quads	0.26	15.4	4	4	Yes
11	4 th Street quads (north side)	0.26	15.4	4	4	Yes
12	4 th Street quads (south side)	0.3	13.3	4	4.5	Yes
13	6 th Street quads	0.28	14.3	4	4.2	Yes
14	7 th Street quads	0.28	14.3	4	4.2	Yes
Miscellaneous						
15	17345 Bush Road	1.0	12	12	15	Maybe
*This is a decrease in units						

Based on the table above staff has concluded that:

- The two apartment complexes (#1 & 2) along Toney Penna Drive could redevelop with slightly higher densities; given the narrow configuration of these sites and the location, redevelopment would not likely include many site amenities and may more easily yield units within the workforce housing range.
- Of the five subsidized housing developments three (#3-5) have a current density at or below 8 du's/acre. If redeveloped with a maximum density of 15 du's/acre approximately one-third of the total units would need to be designated as workforce housing.
- The three apartment complexes along Center Street (#6, 8, 9) and the miscellaneous apartments on Bush Road (#15) can only achieve the maximum 15 du's/acre if more than a third of the units are designated as workforce housing with a higher percentage being for low-income households.
- The apartment complex, at 1600 Center Street, has a density of 18 du's/acre and exceeds the maximum density of 15 du's/acre that is permitted with density bonuses. This is due in part because some of their parking is provided off site on a 0.23 acres parcel to the east owned by the adjacent Center Street Village HOA. There are also conflicting records that indicate there may be 32 units on the site. Redevelopment of this property is likely to be more difficult, due to the need to reduce the number of dwelling units. This property has had documented housing standard violations that were corrected.
- The quad apartments in Pine Gardens South have densities at or close to the maximum density of 15 du's/acre allowed with bonuses. Given the location to the Toney Penna Transit Oriented Development, redevelopment of these properties is likely if there were a mixture of market rate units and workforce housing units.

Based on the analysis, staff is adding language to the ordinance to address the redevelopment of existing housing stock that is functioning as workforce housing since there are a variety of scenarios that need to be reviewed. This will allow consideration to be given on a case by case basis to determine the benefits of granting the density bonuses. The new language is proposed in Sec. 27-1675.40, to state:

Prior to the granting of a density bonus associated with the redevelopment of existing residential units, the benefit of the number and affordability of the proposed workforce housing units shall be compared to the number, housing condition and affordability of the existing units to determine if there is a net benefit to the Town and surrounding development.

The proposed language for the redevelopment of existing residential units does not address situations where the actual existing density is above the maximum 15 units per acre. Staff has identified only one property that currently exceeds 15 units per acre (1600 Center Street at 17.9 units per acre). The prior policy direction of the Town Council was adopted in the Comprehensive Plan that 15 units per acre is the maximum. If this policy direction changes, language to allow density in excess of 15 units per acre could be added to this ordinance and the concurrent Ordinance #6-15. In addition, a separate amendment would need to be initiated to change Policy 1.3.4 of the Future

Land Use Element. An alternative approach would be to consider offering Housing Trust Fund monies to incentivize the redevelopment of this property.

Finally, as noted by staff at the April 21, 2015 meeting, monies in the Housing Trust Fund can be utilized to help existing homeowners in older homes functioning as workforce housing remain in their homes. The Town's existing and future homeowner assistance programs would not be bound by the restrictions of the federal Community Development Block Grant program funding and would be able to assist homeowners in the moderate workforce housing income ranges.

5. **Workforce housing plan (Section 27.1675.41)** – The plan needs to include the dwelling unit type and cost (final price) of for-sale or maximum rent level of the proposed market-rate units and a site plan that depicts the location of these units. Site plans for for-sale developments are required to specifically identify the location of the workforce housing units. The plan shall be required as part of any development order associated with the approval of a site plan.

Staff Comment: Staff notes that requiring the precise location of workforce housing dwelling units in rental developments is not critical because through the leasing process the location of these units may shift over time.

6. **Construction standards for workforce housing (Section 27.1675.42)** – The construction standards include regulations pertaining to the design, size and timing of construction of the workforce housing dwelling units. The minimum size for the workforce housing dwelling units is required to be at least 80% of the bedroom average for a market rate dwelling unit up to 2,000 square feet. Finally, the workforce housing dwelling units are to be constructed consistent with the standards for new housing contained in the Florida Building Code.

Staff Comment: Staff notes that the 80% size requirement of workforce housing dwelling units is capped at 2,000 square feet because requiring a developer to produce such units based on larger (3,000 to 4,000 square feet) market rate dwelling units is not necessary to provide an adequately sized unit. Additional analysis for construction standards is contained in the IHI Report on pages 9-10. The timing of construction regulations are proposed to ensure workforce housing dwelling units in a residential development are completed along with specific percentages of market rate units in the development.

7. **Payment of fee or donation of Land in lieu of workforce dwelling units (Section 27.1675.43)** – The proposed payment of fee in lieu for a for-sale unit is \$200,000 and the fee for a rental unit is \$150,000. In addition, regulations for an in lieu donation of suitable land within the Town are also included in this section. Properties in the Toney Penna Redevelopment Overlay Area may only utilize the in lieu options for 25% of the required workforce housing. Residential developments requiring a land use amendment or rezoning shall not have the in lieu option for the additional 14% of workforce housing units. Finally, residential developments granted density bonuses shall not be allowed to utilize in lieu options for the bonus dwelling units that are required to be workforce housing units.

Staff Comment: Inclusionary requirements frequently include the ability to pay an in lieu fee, or donation of land, rather than build workforce housing units on site. The proposed in lieu fee of \$200,000 is reflective of the gap that exists in the Town between market rate housing and what can be afforded by households with incomes in the workforce housing ranges. As noted in the IHI Report on page 3-4, the median sale price of a single family home in the Town is \$385,500. The IHI Report notes (pages 8-9) that

setting the in lieu fee too low has adverse impacts. Specifically, setting the in lieu fee too low will result in fewer workforce housing units being constructed on site, which is typically the goal. Staff is recommending the restrictions on utilizing the in lieu options for developments in order to assure that workforce housing units are constructed on site.

8. Sales and rental prices for workforce housing dwelling units (Section 27.1675.44)

– The initial workforce housing sales price are applicable in all four workforce housing ranges and are required to meet the standards for determining the price, which includes expected monthly mortgage payment, insurance, utilities and property taxes. Workforce housing rental dwelling unit prices are determined in accordance with the Florida Median Rent published by the U.S. Department of Housing and Urban Development (HUD). Three (low income, moderate-low, and moderate high income) of the four workforce housing income tiers are recommended to be utilized for rental dwelling units. The middle income tier was not recommended by the Housing Consultant because this rental rate is consistent with market rates, which currently is \$2,190 for a 3-bedroom unit. Finally, the proposed section details resale restrictions for for-sale workforce housing dwelling units.

Staff Comments: Palm Beach County's current maximum sales prices for workforce housing dwelling units are based on the County's HUD 2014 Median Family Income (MFI) of \$63,300, as follows:

- Low Income (60-80% of MFI) - \$132,900
- Moderate-low Income (81-100% of MFI) - \$170,900
- Moderate-High Income (101-120% of MFI) - \$208,890
- Middle Income (121-140% of MFI) – \$246,900

The anticipated maximum rents for a 3-bedroom workforce housing dwelling unit in the Town would be as follows (see worksheets in Attachment B):

- Low Income - \$1,170
- Moderate-low Income - \$1,500
- Moderate-high income - \$1,850

When compared with the median sales price (\$385,000) of a home in the Town, the anticipated sales prices of workforce housing units further support for the proposed \$200,000 in lieu payment. Inclusion of the moderate-high income category in the workforce housing requirements for a rental development will enable proposed developments to be more economically desirable to developers and still provide a need for workforce housing units at 120 percent of applicable household income. Staff notes that new (within the last three years) market rate 3-bedroom rental units in the north Palm Beach County area are currently renting between \$1,900 to \$2,200, which is above the moderate-high income cap of \$1,850. Requirements to establish sales price floors and rental rate floors will enable developers to have financial certainty when residential developments containing workforce housing dwelling units are approved. This allows property owners to maintain the initial sales price or rental rate as originally estimated in a proforma, even if the median household income (MHI) drops. During the recession, the reduction of Palm Beach County's MHI reduced rental rates and sales prices of homes for less than the initial amounts contemplated in the project development.

At the April 21, 2015 Town Council meeting, staff mentioned consideration was being given to developing an alternate approach to calculating maximum rents from the Florida Median Rent published by the U.S. Department of Housing and Urban Development (HUD), which is used by the Florida Housing Finance Corporation. However, after

discussion with staff at the Housing Leadership Council of Palm Beach County, it was determined that maintaining use of the well-established HUD formula to set workforce housing maximum rents is the best practice.

In addition, staff has included regulations for utilities allowances (from the West Palm Beach Housing Authority) in Sec. 27-1675.44(4)(b), entitled *Sales and rental prices for workforce housing dwelling units*. The utilities allowances are deducted from the applicable Florida Median Rents to determine the maximum allowable workforce housing rents. The modifications below will alter the utilities allowances to be more reflective of the actual usage:

- HUD discounts (approximately 20%) for the utilization of energy efficiency heating, cooling and hot water tank systems and the use of Energy Star® appliances;
- One year of actual project averages of water usage costs for one, two and three-bedroom size units;
- Actual sewer usage costs, as updated by the Loxahatchee River District.

Application of the above discounts will result in more accurate utilities allowances based on actual utility rates.

- 9. Qualifications for eligible households and criteria under the workforce homebuyer program (Section 27.1675.45)** – Eligible households are required to meet the income criteria for the applicable for-sale and rental income categories defined in Section 27-1. Priority for eligible households is given to those that qualify as first time homebuyers or have at least one adult member employed in the Town.

Staff Comment: The intent of prioritizing first time homebuyers is to allow such prequalified households to have the first chance to own a workforce housing dwelling unit constructed in the Town. The employment prioritization is meant to allow employees of businesses and organizations in the Town to have the opportunity to live in the Town in order to meet the intended goal to provide housing for the workforce.

- 10. Homeowner and homebuyer assistance program (Section 27.1675.46)** – This section details the various program components (homeowner grants and loans to complete exterior improvements, down payment grants, second mortgages, etc.) and household eligibility requirements. Homeowners are required to apply at least three percent of their own funds toward the down payment of a home.

Staff Comment: The assistance program components listed in this section are proposed to be funded, in part, by in lieu fees collected from developers. In addition, eligible households may utilize any other source of funding including grants from the State Housing Initiative Partnership, Community Development Block Grant Program or other similar sources to assist with the down payment. As noted in the regulations, the program will be administered by the Neighborhood Services Division or its designee, which could be a Community Land Trust.

- 11. Affordability time period durations for rental and for-sale workforce housing dwelling units (Section 27.1675.47)** – For-sale properties are required to record a land lease ensuring permanent affordability and resales are required to meet applicable formula requirements of the Town's Workforce Housing Policies and Procedures document or the resale formula used by a designated Community Land Trust, if selected by the Town.

Staff Comment: The regulations propose that for-sale workforce housing dwelling units be maintained in perpetuity and rental workforce housing dwelling units for a period of no less than 30 years. As noted in the IHI Report (pages 11-12), it is recommended that the best way to administer these long-term requirements is to place the responsibility for monitoring compliance on a neutral third party, such as a CLT.

12. Housing trust fund (Section 27.1675.48) – The Housing Trust Funds can include in lieu payments from developers and loan repayments from the Homeowner and Homebuyer Assistance Program. The funds can be used for:

- Second mortgage assistance;
- Down payment assistance to eligible households;
- Acquisition and construction of WH dwelling units.

Staff Comment: As noted in the IHI Report on page 13, Housing Trust Funds are an important local tool that will enable the Town to develop workforce housing units. Having a fund dedicated to the provision and maintenance of workforce housing will help provide the Town with important leverage in ensuring that these developments are economically feasible.

B. Proposed definitions in Section 27-1 - Staff recommends the new definitions be added to Section 27-1. These definitions are for common workforce housing related terms that are included in the proposed regulations. Many of the definitions are nearly identical to those utilized by the U.S. Department of Housing and Urban Development and the Florida Housing Finance Corporation.

Based on the reasons contained in this staff report, staff recommends **approval** of the proposed zoning text amendment.

Next Steps...

Workforce Housing Policies and Procedures- In order to implement and administer the Land Development Regulations specifically as part of a residential or mixed use project, the Town's Housing Consultant recommends the development and adoption of Workforce Housing Policies and Procedures. The development of this document is outside the scope of the current text amendments, and is anticipated to have specific details of resale, income qualifications, deed restrictions, etc. The Town will need to contract with a professional workforce housing consultant or agency to complete the Workforce Housing Policies and Procedures document. In the interim, if a development application is submitted with a residential component requiring workforce housing units prior to the completion of the Workforce Housing Policies and Procedures; staff recommends the specific procedures be dealt with through development order conditions of approval.

Administering Workforce Housing Program- Additional resources will also be necessary to administer the Workforce Housing Program by Planning and Neighborhood Services staff. Based on discussions with Palm Beach County, work done to do annual reports or monitoring is less than one full time position. It is anticipated that the amount of work would start slow at first, but as more workforce housing dwelling units are approved and constructed this will increase.

The Housing consultant also recommends contracting with a local Community Land Trust in order to income qualify, provide a source of eligible candidates, monitor resales, etc. Staff met with the Palm Beach County Community Land Trust (CLT) which is a 501(c)(3) charitable organization to determine if there would be interest in assisting in administering the Town's

Workforce Housing Program LDRs – ZTA

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Workforce Housing Program and the feedback was positive. The PBC CLT provided a presentation at the second public workshop on January 15, 2015 to give an overview of the benefits of a CLT (see Attachment D- Community Land Trust presentation on 1-15-15). The PBC CLT currently oversees 84 du's (rental and for-sale) with an additional 49 dwelling units that are under development.

Attachments:

- Attachment A – Innovative Housing Institute (IHI) Report
- Attachment B – Sample Workforce housing maximum sales prices and rents
- Attachment C – Law Firm of Applegate Thorne-Thomsen Inclusionary Zoning National Case Law information
- Attachment D – Community Land Trust presentation on 1-15-15
- Attachment E – March 27, 2015 Staff Memo with Responses to Town Council Questions
- Attachment F – Broward County April 2015 non-residential linkage fee Policy Issues Update
- Attachment G – Jack Weir proposed regulations comments with staff responses

V:\PlanningZoning\Staff\WP51\Amendtowncode\Workforce Housing LDRs 2015\05-19-15 TC Meeting\Staff Report 2nd TC (05-19-15) Meeting (PZ 14-240 DMK).doc May 13, 2015

TOWN OF JUPITER

Resolution 15-24: Approving a contract to Florida Design Drilling, LLC for Mobile Bed Absorbers (MBA) Bower Replacements (W1503F) for an amount of \$1,084,100 and amending the project budget from \$1,652,817 to \$2,339,100.



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 15-24: Contract Award to Florida Design Drilling, LLC, for Mobile Bed Absorbers (MBA) Bower Replacements (W1503F)

EXECUTIVE SUMMARY

Resolution 15-24 provides for the award of a construction contract to Florida Design Drilling, LLC (FDD) of West Palm Beach, Florida, for an amount of \$1,084,100 for the Total Base Bid plus Additive Alternate Bid Item No. AA-1, for Mobile Bed Absorbers (MBA) Bower Replacements (W1503F), and amendment of the associated CIP project budget from \$1,652,817 to \$2,339,100.

Hydrogen sulfide (H₂S) gas is a naturally occurring, odorous compound present in the Floridan aquifer raw water supply that requires removal and treatment per regulations. Water produced by the Town's reverse osmosis (RO) membrane treatment plant is stripped of H₂S by degasification before delivery to customers. The H₂S-laden off-gas is conveyed away from the degasifiers to the MBA facility by blowers for further treatment to neutralize the H₂S off-gas and convert it to a sulfur solid for disposal.

The MBA facility, including both blowers, has been in service for over 30 years, surpassing its original, estimated 20-year useful life, which can be attributed to a series of planned rehabilitation and improvement projects recommended in the 2012 Utilities Water Master Plan Update and refined in subsequent years. In FY2019, Phase 1 improvements were completed, which included replacement of deteriorated components on the MBA units and refurbishment of degasifier internal components. Phase 2 improvements planned and approved in the FY2021 Community Investment Program (CIP) budget included replacement of the MBA blowers and improvements to the MBA filter bag drying facility. After 30+ years of service and many refurbishments, the existing MBA blowers are struggling to efficiently strip H₂S gas as needed to achieve treatment goals and must be replaced. During the detailed design of this project, it became apparent that relocation of the blowers from their current position is necessary to protect them from direct exposure to the highly corrosive solution used by the MBA facility to convert H₂S gas to a solid and to improve blower operations and maintenance. Relocation of the blowers requires additional scope that was not contemplated in the FY2021 CIP project budget, including relocation of 30 feet of existing, buried 24-inch water main and 36-inch fiberglass ductwork, demolition of the existing blower supports, and construction of new blower support pads.

The contract for Mobile Bed Absorbers (MBA) Bower Replacements was advertised for competitive bids on January 28, 2024. Two bids were received and opened publicly on March 5,

2024. Bidders were required to submit pricing for the base bid plus three additive alternate bid items. The additive alternate bid items enabled the Town to obtain competitive bid pricing for three qualified blower manufacturers. The lowest sum of the total Base Bid plus the lowest Additive Alternate Bid Item was submitted by Florida Design Drilling, for an amount of \$1,084,000. Refer to the attached detailed bid tabulation. FDD's bid was 2% lower than the other bid received, indicating a favorable bid price. A review of FDD's bid concluded that their bid is responsive to the bid requirements and that they are qualified to do the work. FDD has been successful doing work for the Water Utility in the past, with the most recent being construction of raw water mains, wellheads and electrical for Surficial Aquifer Wells 8A-12A.

Funding for this contract falls short of the FY2021 appropriated CIP budget for MBA Rehab for RO Permeate Odor Control (W1503) by \$686,283, as shown on the attached Project Budget. The budget overrun is due to relocation of the blowers, which requires relocation of existing utilities as previously described (\$416,000), procurement of a spare blower (\$80,644), and construction cost escalation. Procurement of a spare blower is necessary to accommodate blower maintenance and to maintain treatment operations. Construction costs continue to escalate, compounded by several factors including inflation, increases in construction industry labor, availability and cost of equipment and materials for the mechanical, structural and electrical improvements required for this project, accounting for nearly \$189,639 in this bid.

Funding for the spare blower, \$80,644, is available in the FY2024 Water Plant Repair and Maintenance Operating Budget. The remaining budget shortfall of \$605,639 is requested as a transfer from the Water Enterprise Renewal & Replacement fund, as reflected in the attached Project Budget. Value engineering and cost reductions were explored during the review of FDD's bid with savings of approximately \$66,000 anticipated to be realized by the Town through sales tax savings and elimination of additional coatings determined not necessary since the ductwork will be gel coating. Such savings opportunities will be negotiated by written change order should this contract with Florida Design Drilling be awarded.

Improvements to the MBA's filter bag drying facility originally included in the FY2021 MBA Rehabilitation CIP budget will be deferred to a future fiscal year in order to evaluate the project's scope and budget concurrently with the Town's annual CIP budget planning process.

Provided this contract is awarded to Florida Design Drilling, LLC., it is anticipated that MBA Blower Replacements (W1503F) will begin in May 2024 and be completed by April 2025.

ANALYSIS

A review of Florida Design Drilling, LLC.'s bid submitted on March 5, 2024, for Mobile Bed Absorbers (MBA) Blower Replacements (W1503F) concluded that their bid is responsive to the bid requirements, and they are qualified to construct the work. Florida Design Drilling's combination of Total Base Bid plus Additive Alternate Bid Item No. AA-1 provides for the lowest total bid price of \$1,084,100 and is suitable for award. Funding available in the MBA Rehab for RO Permeate Odor Control (W1503) CIP budget of \$541,627 combined with transfers in amounts of \$80,644 from FY2024 Water Plant Operating Budget and \$605,639 from the Water Enterprise Renewal & Replacement Fund may be used to fund this contract. These transfers, as detailed in the attached Project Budget, amend the W1503 CIP Budget from \$1,652,817 to \$2,339,100. Cost savings of approximately \$66,000 are projected to be realized from sales tax savings and project scope reductions after contract award, by written change order.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 15-24
2. W1503F Detailed Bid Tabulation
3. FY21 Adopted CIP Sheet – MBA Rehab for RO Permeate Odor Control
4. Florida Design Drilling, LLC Bid Proposal for W1503F MBA Blower Replacements
5. W1503F Agreement (Contract) between the Town and Contractor
6. Bid Review from Kimley-Horn & Associates
7. W1503F Project Budget

FUNDING SOURCE

X	Approved in Budget	\$541,627	Source: MBA Rehab for RO Permeate Odor Control (CIP Acct. W1503)
		\$314,361	FY2024 Water Plant Operating Budget Repairs & Maintenance (Acct. 40050133-546000)
X	Additional Funding Requested	\$605,639	Sources: Water Enterprise Renewal and Replacement Fund

For more information or to request attachments, please contact Brittany George at brittanyg@jupiter.fl.us and/or 561-741-2261.

Attachment 1

RESOLUTION 15-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR MOBILE BED ABSORBERS (MBA) BLOWER REPLACEMENTS (W1503F) WITH FLORIDA DESIGN DRILLING, LLC AND AMENDMENT OF THE PROJECT BUDGET

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town has prepared and competitively bid a contract which sets forth the scope of work and responsibilities of a contract to construct blower replacements for the Mobile Bed Absorbers (MBAs) including relocation of existing underground water main and modifications to existing ductwork and supports at the Town's water treatment plant in Jupiter, Florida; and

WHEREAS, the lowest responsive bid received by the Town for the Mobile Bed Absorbers Blower Replacements (W1503F) was submitted by Florida Design Drilling, LLC, of West Palm Beach, Florida on March 5th, 2024 for an amount of \$1,084,100.00 for the Total Base Bid plus Additive Alternate Bid Item No. AA-1; and

WHEREAS, Florida Design Drilling, LLC's bid submitted on March 5th, 2024 for Mobile Bed Absorber Blower Replacements (W1503F) was reviewed and found to be responsive to the bid requirements and suitable for award; and

WHEREAS, appropriated funding for this contract is available in the Mobile Bed Absorber Rehab for RO Permeate Odor Control (W1503) Community Investment Program (CIP) project in an amount of \$541,627, and in the FY2024 Water Plant Repair and Maintenance Operating Budget in an amount of \$80,644, and additional funding in

an amount of \$605,639 may be transferred from the Water Enterprise Renewal and Replacement (R&R) Fund to fully fund this contract, amending the total MBA Rehab for RO Odor Control CIP project budget from \$1,652,817 to \$2,339,100.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF JUPITER, FLORIDA:**

Section 1. The contract between the Town of Jupiter and Florida Design Drilling, LLC is hereby accepted and the Mayor is authorized and directed to execute the Contracts on behalf of the Town.

Section 2. Upon the acceptance and execution of the contract, Florida Design Drilling, LLC shall be responsible for carrying out all responsibilities which have been established therein.

Section 3. This Resolution shall take effect immediately upon its execution.

4/16/2024



Town of Jupiter Utilities
Mobile Bed Absorbers (MBA) Blower Replacements (W1503F)

March 5, 2024 at 2:00 PM Bid Opening

VENDOR				Florida Design Drilling LLC		C & B Civil Construction, Inc	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BASE BID ITEMS							
1	Mobilization and Demobilization	LS	1	\$46,500.00	\$46,500.00	\$54,899.00	\$54,899.00
2	Bonds and Insurance	LS	1	\$66,000.00	\$66,000.00	\$25,000.00	\$25,000.00
3	Consideration for Indemnification	LS	1	\$100.00	\$100.00	\$100.00	\$100.00
4	Demolition	LS	1	\$63,500.00	\$63,500.00	\$185,000.00	\$185,000.00
5	Transfer Main Relocation	LS	1	\$131,000.00	\$131,000.00	\$245,000.00	\$245,000.00
6	Mechanical Improvement	LS	1	\$213,500.00	\$213,500.00	\$270,000.00	\$270,000.00
7	Structural Improvements	LS	1	\$109,500.00	\$109,500.00	\$165,000.00	\$165,000.00
8	Electrical Improvements	LS	1	\$42,500.00	\$42,500.00	\$35,000.00	\$35,000.00
9	Restoration	LS	1	\$41,500.00	\$41,500.00	\$42,971.00	\$42,971.00
10	Unforeseen Conditions Allowance	LS	1	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
TOTAL BASE BID PRICE: (ITEM NOS. 1-10) =					\$789,100.00		\$1,097,970.00
ADDITIVE ALTERNATE BID ITEMS							
AA-1	Blower Replacements – New York Blower	LS	1	\$295,000.00	\$295,000.00	\$5,500.00	\$5,500.00
AA-2	Blower Replacements – Hartzell	LS	1	\$309,000.00	\$309,000.00	\$0.00	\$0.00
AA-3	Blower Replacements – Aerovent	LS	1	\$375,000.00	\$375,000.00	\$50,000.00	\$50,000.00
TOTAL BASE BID PRICE PLUS ADDITIVE ALERNATE 1: (ITEM NOS. 1-10 and AA-1) =					\$1,084,100.00		\$1,103,470.00
TOTAL BASE BID PRICE PLUS ADDITIVE ALERNATE 2: (ITEM NOS. 1-10 and AA-2) =					\$1,098,100.00		\$1,097,970.00
TOTAL BASE BID PRICE PLUS ADDITIVE ALERNATE 3: (ITEM NOS. 1-10 and AA-3) =					\$1,164,100.00		\$1,147,970.00
LOWEST COMBINED TOTAL BASE BID PRICE PLUS ADDITIVE ALERNATE =					\$1,084,100.00		

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2021 - 2025

Strategic Priority : Fiscal Responsibility and Safety	Department : Utilities
	Project No. : W1503
Project Name : Mobile Bed Absorber (MBA) Rehab for Reverse Osmosis (RO) Permeate Odor Control	Year(s) : 2021
	Projected In-Service Date : 2022

Project Description :

The MBA facility provides odor control treatment for hydrogen sulfide removed from RO treated water. The 30 year old facility surpassed its 20 year useful life. Deteriorated components on the two MBA units and inside the three RO permeate degasifiers were replaced in 2019 under Phase 1 of this project, extending the service life of these facilities and improving the treatment processes. Phase 2 improvements planned for 2021 include construction of a trolley hoist system to improve the MBA filter bag drying operation and replacement of the blowers which serve both the MBA units and RO permeate degasifiers.

Link to Strategic Plan :

This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by managing the renewal and replacement of water system assets. This activity provides well maintained facilities for safe and reliable drinking water which meets all quality standards.

Need, Justification, Benefits :

Continue to achieve odor removal treatment cost effectively with existing technology and improve hydrogen sulfide removal efficiencies. Extend useful life of existing treatment units and postpone ultimate, costly replacement.

Location & Area Map**Project Photo****Comments :**

Further evaluation of the need for a single stage caustic chlorine scrubber for improved odor control treatment and enclosures to protect the blowers and recirculation pumps at the MBA facility against the harsh environment associated with the MBA chelating solution will be conducted over the next couple of years. Funding for these improvements has been postponed until completion of this new needs assessment.

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2021 - 2025

Project Name :	MBA Rehab for RO Permeate Odor Control	Project No.	W1503
Strategic Priority :	Fiscal Responsibility and Safety		
Department :	Utilities		

Project Budget :	Prior to 2021	2021	2022	2023	2024	2025	After 2025	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$93,825	\$59,000	\$0	\$0	\$0	\$0	\$0	\$152,825
Construction	\$893,932	\$574,000	\$0	\$0	\$0	\$0	\$0	\$1,467,932
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$987,757	\$633,000	\$0	\$0	\$0	\$0	\$0	\$1,620,757

Funding Sources :	Prior to 2021	2021	2022	2023	2024	2025	After 2025	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$987,757	\$633,000	\$0	\$0	\$0	\$0	\$0	\$1,620,757
Total Revenues	\$987,757	\$633,000	\$0	\$0	\$0	\$0	\$0	\$1,620,757

Operating :	Prior to 2021	2021	2022	2023	2024	2025	After 2025	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2016	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Amount Budgeted	\$434,570	\$150,000	\$0	\$205,000	\$198,187	\$0	\$987,757
Amount Expended	\$18,338	\$11,072	\$33,309	\$13,914	\$713,012	\$141,067	\$930,712
Balance							\$57,045

Bid Proposal

Bidding Company Name: Florida Design Drilling LLC

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans, and that he has read all addenda issued prior to the opening of Bids; and that he has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to the prosecution and completion of the work, to wit:

Furnish all labor, equipment, and materials necessary to demolish existing and construct new civil, mechanical, structural and electrical improvements to an existing hydrogen sulfide odor control system consisting of Mobile Bed Absorber (MBA) towers, blowers and fiberglass reinforced plastic (FRP) ductwork and relocation of underground 24-inch transfer water main at the Town of Jupiter Water Treatment Plant. Work includes demolition of existing asphalt and concrete foundations, installation of temporary ductwork supports, and relocation of underground 24-inch DIP transfer water main and valve as required to construct related improvements; demolition, replacement and re-orientation of two (2) blowers with reinforced concrete blower support pads; demolition, modification, and installation of FRP ductwork inclusive of new and existing ductwork supports; relocation of owner-furnished dampers; connection of new blowers to modified FRP ductwork; removal and replacement of electrical conduits and wire for new blowers; furnishing one (1) spare blower; installation of related components and appurtenances as required for maintenance of water treatment plant operations and to provide a complete and operational system as described in the Bid Documents.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows on the Bid Schedule of Values, all in accordance with the requirements and provisions of the Contract Documents.

Bid Schedule of Values
Mobile Bed Absorbers (MBA) Blower Replacements (W1503F)

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDING COMPANY NAME: Florida Design Drilling LLC

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
Base Bid Items					
1	Mobilization and Demobilization	LS	1	\$ 46,500	\$ 46,500
2	Bonds and Insurance	LS	1	\$ 66,000	\$ 66,000
3	Consideration for Indemnification	LS	1	\$ 100.00	\$ 100.00
4	Demolition	LS	1	\$ 63,500	\$ 63,500
5	Transfer Main Relocation	LS	1	\$ 131,000	\$ 131,000
6	Mechanical Improvement	LS	1	\$ 213,500	\$ 213,500
7	Structural Improvements	LS	1	\$ 109,500	\$ 109,500
8	Electrical Improvements	LS	1	\$ 42,500	\$ 42,500
9	Restoration	LS	1	\$ 41,500	\$ 41,500
10	Unforeseen Conditions Allowance	LS	1	\$ 75,000.00	\$ 75,000.00
Total Base Bid Price: (Item Nos. 1-10) =					\$ 789,100
Additive Alternate Bid Items					
AA-1	Blower Replacements – New York Blower	LS	1	\$ 295,000	\$ 295,000
AA-2	Blower Replacements – Hartzell	LS	1	\$ 309,000	\$ 309,000
AA-3	Blower Replacements – Aerovent	LS	1	\$ 375,000	\$ 375,000
Total Base Bid plus Additive Alternate 1 Bid Price: (Item Nos. 1-10 and AA-1) =					\$ 1,084,100
Total Base Bid plus Additive Alternate 2 Bid Price: (Item Nos. 1-10 and AA-2) =					\$ 1,098,100
Total Base Bid plus Additive Alternate 3 Bid Price: (Item Nos. 1-10 and AA-3) =					\$ 1,164,100

Bid Schedule of Values-(Continued)
Mobile Bed Absorbers (MBA) Blower Replacements (W1503F)

Total Base Bid Price in Words (Items Nos. 1-10): Seven hundred eighty nine thousand one hundred dollars

Total Base Bid plus Additive Alternate 1 Bid Price in Words (Items 1-10 and AA-1): _____

One million eighty four thousand one hundred dollars

Total Base Bid plus Additive Alternate 2 Bid Price in Words (Items 1-10 and AA-2): _____

One million ninety eight thousand one hundred dollars

Total Base Bid plus Additive Alternate 3 Bid Price in Words (Items 1-10 and AA-3): _____

One million one hundred sixty four thousand one hundred dollars



Mark this box if Bidder intends to utilize the Town of Jupiter (TOJ) Water System Laboratory for bacteriological sampling and testing. Use of the TOJ Water System Lab will result in no charge for Bacteriological Sampling and Testing. If the TOJ Water System Lab is not utilized Contractor must use an approved State Department of Health Lab (DOH Certified) for this service.

List of Subcontractors/Suppliers

Bidder shall list below information regarding subcontractors and suppliers, who will perform work or labor or render service, or supply materials to the prime contractor in or about the construction of the Work, or improvement, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor/Supplier Name & Address</u>
Coatings	N/A	4.0%	TITANS PROTECTIVE COATINGS JUPITER, FL
Electrical	EC 13002357	2.4%	CYBER ELECTRIC OREECHOBEE, FL

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Attach additional pages as needed.

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Qualification Requirements

(Complete these pages entirety and include with Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)
- B. The individual who holds the General Contractor License for the firm awarded the Work for this Contract shall be active in the management and ownership of the firm and shall be available to provide expertise on the project during the course of the project, for the complete duration of the project, as needed. Provide the name of this individual and State of Florida license number for this project:

Jeffrey Holst - Senior Vice President Contractor License: CGC1522104

1. State the numbers of years your organization has been doing business in the State of Florida:

19

2. State the number of years Bidding firm has been conducting business as a General Contractor licensed in the State of Florida:

10

3. List trades below for which Bidder is qualified and licensed to self-perform:

General Contractor, Water Well Drilling

4. Have you ever failed to complete work awarded to you? No

If so, state where, when and why:

Qualification Requirements (Continued)

5. State the location of the office from which this Contract will be managed.

7733 Hooper Road, West Palm Beach Florida 33411

6. State the number of employees available to complete the work contemplated by this contract.

11

7. Name and experience of Bidder's Project Manager who will be assigned to this Contract. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Jeffrey Holst , 10 YEARS

8. Name and experience of Bidder's Project Superintendent, and electrical sub-contractors' superintendent who will be assigned to this Contract. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Selwyn Woodley , 5 YEARS

9. List equipment owned by Contractor to complete the Work identified for this contract.

Boom truck, backhoe, wellpoint system

10. List equipment to be rented by Contractor to complete the Work of this contract.

Excavator

11. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. Bidder shall provide previous experience and qualifications for at least five (5) projects completed over the past five (5) years. Bidder shall provide previous experience and qualifications for major sub-contractors for at least three (3) projects completed over the past three (3) years

NOTE: Bidder: Additional information to assist Owner in evaluating previous experience and qualifications are welcome. Copy the forms and attach additional pages as needed.

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Qualification Requirements (Continued)

As Bidder, we certify the following:

- (1) NAME & LOCATION OF PROJECT: Reclaimed Water Treatment Plant (RWTP) Piping Modification and Production Improvements

City of Pompano Beach

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☒ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2022

SCOPE OF WORK: 24" and 20" underground piping & valves, above ground piping, VTP, and MOV replacement

CONTRACT VALUE: 2,025,000

TOTAL VALUE OF CHANGE ORDERS: (48,470)

REASON FOR CHANGE ORDERS: Return of unused allowance

CONTRACT START AND COMPLETION DATES: 3/18/21-7/18/22

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Phil Hyer, 954-545-7030

ENGINEERING FIRM (DURING CONSTRUCTION): McCafferty Brinson

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Frank Brinson, 954-797-7100

fbrinson@mccaffertybrinson.com

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(2) NAME & LOCATION OF PROJECT: RL Pratt Spiractors Replacement

Palm Springs, FL

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☒ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2020

SCOPE OF WORK: Demolish two existing lime softening treatment units and construct new lime softening treatment units, replace piping and valves, ladders, and walkways.

CONTRACT VALUE: 839,000

TOTAL VALUE OF CHANGE ORDERS: (5,316)

REASON FOR CHANGE ORDERS: Return of unused allowance

CONTRACT START AND COMPLETION DATES: May 2019 - December 2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Walter Sanchez, 561-584-8200 x8713

ENGINEERING FIRM (DURING CONSTRUCTION): Eckler Engineering

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Doug Hamman, 954-510-4700, 4700 Riverside Drive, #110, Coral Springs, FL 33067

dhammann@ecklerengineering.com

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(3) NAME & LOCATION OF PROJECT: WTP 11 High Service Pump Electrical Building WUD 18-005

Belle Glade, FL

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☒ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2021

SCOPE OF WORK: See bottom of this page

CONTRACT VALUE: 3,590,000

TOTAL VALUE OF CHANGE ORDERS: 210,727

REASON FOR CHANGE ORDERS: Additional work added to contract (paving, raising grades)

CONTRACT START AND COMPLETION DATES: 11/1/2019-5/25/21

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Mike Turbeville, 863-484-0114

ENGINEERING FIRM (DURING CONSTRUCTION): Kimley-Horn & Associates

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Andrea Carpenter, 561-840-0866

Andrea.Carpenter@kimley-horn.com

ADDITIONAL INFORMATION: _____

 Construct; (i) a new High Service Pump Station (HSP) electrical building at Water Treatment Plant No. 11 (WTP11) to replace the existing HSP electrical building complete with associated civil improvements, (ii) 24-inch suction pipeline from the ground storage tanks to the High Service Pump Station suction header, (iii) replacement of piping, fittings and appurtenances at the High Service Pump Station, and (iv) associated electrical, instrumentation and controls work to support the above referenced improvements.

Qualification Requirements (Continued)

(4) NAME & LOCATION OF PROJECT: WASTEWATER TREATMENT PLANT IMPROVEMENTS PHASE 2

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☒ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2021

SCOPE OF WORK: See bottom of this page

CONTRACT VALUE: 732,000

TOTAL VALUE OF CHANGE ORDERS: 80,810

REASON FOR CHANGE ORDERS: Major additions to scope of work

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Bob Salerno, 954-587-8833

ENGINEERING FIRM (DURING CONSTRUCTION): GAI

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Jay Ameno, 561-289-5147

jamenojr@gmail.com

ADDITIONAL INFORMATION: _____

 Installation of a new Structurally Reinforced Thermoplastic (SRTP) Anoxic Tank with a new submersible mixer, associated piping and valves, electrical, controls, instrumentations and other appurtenances. b. Install two (2) new dry mount submersible, non-clog internal recycle pumps including associated piping and valves, electrical, controls, instrumentations and other appurtenances. c. Replace RAS piping and direct to the new Anoxic Tank. d. Furnish and install a polymer concrete modular storage building. Install polymer skids provided by the District. Furnish and install feed system for clarifiers, including associated piping and valves, electrical, controls, instrumentations and other appurtenances. e. Furnish and install the replacement of the sodium hypochlorite storage tank.

Qualification Requirements (Continued)

(5) NAME & LOCATION OF PROJECT: Transfer Pump Replacement

Hallandale Beach, FL

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☒ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: See bottom of this page

CONTRACT VALUE: 1,654,000

TOTAL VALUE OF CHANGE ORDERS: (85,818)

REASON FOR CHANGE ORDERS: Return of unused allowance

CONTRACT START AND COMPLETION DATES: April 2021 - March 2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Manga Ebbe, 954-457-1489

ENGINEERING FIRM (DURING CONSTRUCTION): Hazen and Sawyer

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Beth Waters, 305-443-4001

bwaters@hazenandsawyer.com

ADDITIONAL INFORMATION: _____

 This work consists of removal of three existing transfer pumps and associated 24" piping, valves, electrical, and structural components. Additionally, this work includes procurement, installation, testing and startup of three vertical transfer pumps along with all associated piping, valves, controls, electrical, structural, mechanical, civil, and any other improvements required for a complete and operable system.

Proposal (Continued)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first, and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Substantial Completion:	310 calendar days from Notice to Proceed
Final Completion:	340 calendar days from Notice to Proceed

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times include Contractor to obtaining permits, shop drawing approvals, ordering materials, receiving deliveries, construction of the Work, restoration, and all other work required to complete the Work in full. The undersigned acknowledges that liquidated damages will apply if the completion dates are not achieved.

There is enclosed a bid guarantee consisting of five percent (5%) of bid price.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1, 2, 3, 4 (insert number) Addenda for this project.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bonds, power of attorney's, and insurance within (15) days after receipt of a Notice Intent to Award or a Notice of Award, whichever comes first, the check, bond, or other security accompanying undersigned's Bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Bid shall be returned to the undersigned.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a payment bond and a performance bond, each in the amount of 100% of the contract value as set forth in "Instructions to Bidders".

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

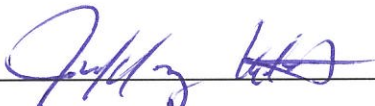
Proposal (Continued)

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE February 26, 2024

FIRM NAME Florida Design Drilling LLC

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 20-20779560
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Jeffrey Holst - Senior Vice President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL jeff@fldrilling.com

BUSINESS ADDRESS 7733 Hooper Road, West Palm Beach Florida 33411

BUSINESS TELEPHONE 561-818-3228

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Daniel C Ringdahl 1908 Tudor Road, Juno Beach, FL 33408

Noah D Ringdahl 15887 SW 20th Street, Davie, FL 33326

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Jeffrey Holst - Senior Vice President jeff@fldrilling.com 561-818-3228

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PROCEED TO NEXT PAGE.

Contractor Safety Qualifications/Requirements

1. **APPLICABILITY**

- A. Any contractors performing maintenance, repair, turnaround, major renovations, or specialty work on or adjacent to the hazardous chemical process at the Jupiter Water Treatment plant is subject to the contractor safety requirements of the Environmental Protection Agency Risk Management Program (40 CFR 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CFR 1910.119(h)).
- B. **CONTRACTOR SHALL SUBMIT A COMPLETED COPY OF THE ATTACHED "CONTRACTOR SAFETY QUALIFICATION FORM" WITH THEIR BID. FAILURE TO INCLUDE THIS FORM WITH THE BID IS GROUNDS FOR DISQUALIFICATION.**

2. **OWNER RESPONSIBILITY**

- A. Selecting a Contractor:
 - 1. When selecting a contractor, obtain and evaluate information regarding the contractor's safety program.
- B. Informing a Contractor:
 - 1. Inform the contractor of the known potential fire, explosion, or toxic release hazards related to the contractor's work and regulated process.
 - 2. Explain to the contractor the applicable provisions of the facilities emergency response program (i.e. alarms, evacuation routes, etc.)
 - 3. Inform the contractor of the facility's safe work practices of operations such as:
 - i. Confined space entry
 - ii. Equipment/line opening
 - iii. Lockout/Tagout Program
 - iv. Control over entry into regulated (i.e. hazardous) process areas
 - v. Hot Work Permit
- C. Evaluating a Contractor's Performance
 - 1. Evaluate the contractor's performance in fulfilling their requirements under this regulation.

3. **CONTRACTOR RESPONSIBILITY**

- A. Assure that each of the contractor's employee's is trained in the work practices to safely perform his/her job, and to document that each employee understood the training. This documentation will include the name of employee, date of the training, and means used to verify that the employee understood the training.
- B. Assure that each of the contractor's employees are instructed in the known potential fire, explosion, or toxic release hazards related to his/her job and the process, and the applicable provisions of the emergency response plan.
- C. Assure that Contractor's employees and subcontractor's/laborers attend the WTP safety orientation and follow the facility's safety rules including safe work practices such as control over entry into hazardous chemical process areas, lockout/tagout, equipment/line opening, confined space safety, and hot work permit.
- D. Advise the facility owner of any unique hazard presented by the contractor's work, or of any hazards found by the contractor.
- E. Obtain and evaluate information pertaining to subcontractor's safety programs.

- F. Assure that subcontractor's and laborers are trained in their work practice to safety perform their jobs.
- G. Maintain an active list of all workers on site at all times and provide list to Owner immediately upon request.

4. CONTRACTOR SUBMITTALS

A. Training Certification

- 1. Prior to the commencement the contractor shall certify in writing to the Owner that those employees involved in work on or around the hazardous chemical process at the Jupiter Water Treatment Plant have successfully completed training in accordance with 40 CFR 68.87(c) and 29 CFR 1910.119(h)(3).

B. Records Maintenance

- 1. The Contractor shall maintain a record of those employees who successfully completed the above training. These records must include the following information:
 - i. Name of the employee
 - ii. Contents of training
 - iii. Date of training
 - iv. Means used to verify that the employee understood the training

C. Additional Responsibilities

- 1. Contractor must immediately inform the Owner of all contract employee injuries or illness resulting from work performed on or around and hazardous chemical process.
- 2. Contractor must immediately inform the Owner of any injuries resulting from any work at the facility.
- 3. Contractor employees, subcontractors, and laborers must participate in a mandatory on-site safety orientation conducted by the Owner before work begins. It is the Contractor's responsibility to schedule these meetings with the Owner, and it is the Contractor's responsibility to ensure all persons working on the Water Treatment Plant site under this contract have attended the mandatory on-site safety orientation. Failure to do so will result in removal of those persons who have not received the training from the job site until such time as the training is obtained.

Contractor Safety Qualification Form

SECTION 1: COMPANY INFORMATION			
Company Name: Florida Design Drilling LLC			
Address 1: 7733 Hooper Road			
Address 2:			
City, State, Zip: West Palm Beach, Florida 33411			
Telephone No.: 561-844-2966			
Fax No.: 561-844-2967			
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
SECTION 3: INSURANCE COVERAGE			
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:			
- General Commercial Liability Insurance - Professional Liability Insurance - Contractors Pollution Liability Insurance - Worker's Compensation Insurance			
3.2 How long have you been covered by your current provider of Workman's Compensation Insurance?			
2018			
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's workman's compensation insurance policy for the past five years:			
Year	Intrastate EMR	Interstate EMR	Comments
2023-2024	1.15		
2022-2023	.96		
2021-2022	1		
2020-2021	1		
2019-2020	.74		

Contractor Safety Qualification Form (Continued)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Collinsworth Alter Lambert

Address 1: 23 Eganfuskee Street

Address 2: Suite 102

City, State, Zip: Jupiter, FL 33477

Telephone No.: 561-776-9001

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 200 Logs to the table below:

Statistic	Year: <u>2023</u>		Year: <u>2022</u>		Year: <u>2021</u>	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	6	5.49	5	5.29	4	3.84
Restricted Workday Cases	0		0		0	
Medical Treatment (not First Aid) Cases	6		5		4	
Total Illness Cases	0		1		0	
Total Recordable Cases	6		1		0	
Fatalities	0		0		0	

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

Contractor Safety Qualification Form (Continued)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? ☐ Yes ☒ No Frequency: _____
- Employees? ☒ Yes ☐ No Frequency: Daily
- New Hires? ☒ Yes ☐ No Frequency: Upon hiring
- Subcontractors? ☒ Yes ☐ No Frequency: Weekly

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☐ Yes ☒ No

Name: _____ Title: _____

How frequently will the representative visit the project site? _____

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

Yes, available upon request.

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Louis Goldberg Title: General Superintendent

Telephone No.: 772-579-2506

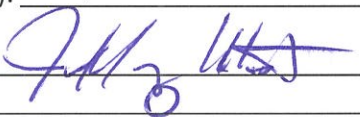
SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): Jeffrey Holst Title: Senior Vice President

Signature:  Date: February 26, 2024

Contractor E-Verify Affidavit

I hereby certify that Florida Design Drilling LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Florida Design Drilling LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Jeffrey Holst - Senior Vice President

Date: February 26, 2024

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this February 26, 2024 (date) by Jeffrey Holst - Senior Vice President (name of officer or agent, title of officer or agent) of Florida Design Drilling LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public


Michael Perez

Name typed, printed or stamped

My Commission Expires: July 11, 2026

Subcontractor E-Verify Affidavit

I hereby certify that Cyber Electric of Central Florida Inc [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Cyber Electric of Central Florida Inc [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

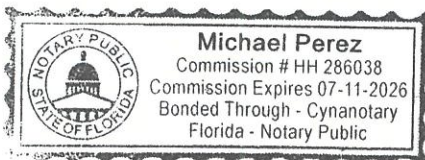
William Shockley
Print Name: William Shockley
Date: 3/5/24

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 3/5/24 (date) by William Shockley, President (name of officer or agent, title of officer or agent) of Cyber Electric of Central Florida (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public

Michael Perez
Name typed, printed or stamped

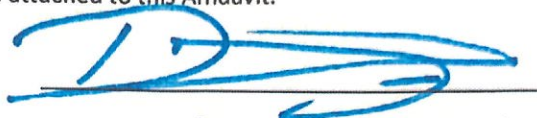
My Commission Expires: 7-11-2026

Subcontractor E-Verify Affidavit

I hereby certify that Titans Protective Coatings, LLC [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Titans Protective Coatings, LLC [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: DENIS TASLIDZIC
Date: 3/4/2024

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 3/5/24 (date) by Denis Taslidzic, President (name of officer or agent, title of officer or agent) of Titans Protective Coatings LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public



Michael Perez
Name typed, printed or stamped

My Commission Expires: 7-11-2026

Sworn Statement

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]

by Jeffrey Holst - Senior Vice President
[print individual's name and title]

for Florida Design Drilling LLC
[print name of entity submitting sworn statement]

whose business address is 7733 Hooper Road, West Palm Beach Florida 33411

and (if applicable) its Federal Employer Identification Number (FEIN) is:
20-20779560

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 26 day of February 26, 2024

Personally known ☒

OR Produced identification _____ Notary Public – State of Florida

My commission expires July 11, 2026

Michael Perez
(Printed typed or stamped commissioned name notary public)



Trench Safety

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

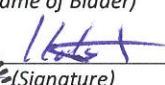
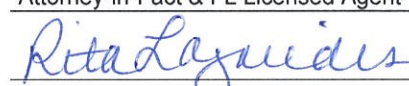
TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	COST
A. Sloping	LS	1	\$1,000	\$1,000
B.				
C.				
D.				

Failure to complete the above may result in the bid being declared non-responsive.

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Bid Bond

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

Bidder Name: Florida Design Drilling LLC Phone: (561) 844-2966 Address (principal place of business): 7733 Hooper Road West Palm Beach, FL 33411 Email Address: jeff@fldrilling.com	Surety Name: Great Midwest Insurance Company Phone: (713) 935-0226 Address (principal place of business): 800 Gessner #600 Houston, TX 77024 Email Address: brosenhaus@nielsonbonds.com
Owner Name: Town of Jupiter Phone: 561-746-5134 Address (principal place of business): Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458 Email address: Rebeccaw@jupiter.fl.us	Bid Project (name and location): Mobile Bed Absorbers (MBA) Blower Replacements (W1503F) 17403 Central Blvd., Jupiter, Florida Bid Due Date: <u>February 28, 2024</u>
Bond Number: <u>N/A</u>	
Penal Sum: <u>5% of amount bid</u> Date of Bond: <u>February 28, 2024</u>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Town of Jupiter, and as having an Agent resident therein.	
Bidder Florida Design Drilling LLC (Full formal name of Bidder)  (Signature) Name: <u>Jeffrey Holst</u> (Printed or typed) Title: <u>Senior Vice President</u> (Signature) Attest:  (Signature) Name: <u>MIGUEL LEQUERICA</u> (Printed or typed) Title: <u>PROJECT MANAGER</u>	Surety Great Midwest Insurance Company (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: <u>Brett M. Rosenhaus</u> (Printed or typed) Title: <u>Attorney-in-Fact & FL Licensed Agent</u> Attest:  (Signature) Name: <u>Rita Lazarides</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

Bid Bond (continued)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

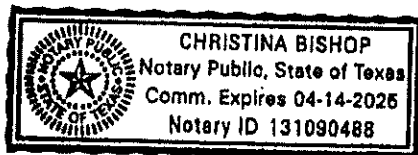


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of February, 20 24.



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CYBER ELECTRIC

Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Okeechobee Agri-Civic Center and Fair Grounds Site
4601 FL 710 E Okeechobee FL 34974

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☐ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: April 2023 - Feb 2024

SCOPE OF WORK: Electrical Improvements and Upgrades

CONTRACT VALUE: \$176,650.00

TOTAL VALUE OF CHANGE ORDERS: \$35,938.00

REASON FOR CHANGE ORDERS: Customer Request For Additional Improvements

CONTRACT START AND COMPLETION DATES: 4/27/2023 Start - 2/21/24 End

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Okeechobee County Historic Court House

ENGINEERING FIRM (DURING CONSTRUCTION): OCI Associates Inc.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

James Burkhard

P-772-466-1165 C-772-519-1573

Fl. Pierce Florida offices

ADDITIONAL INFORMATION:

Qualification Requirements (Continued)

(2) NAME & LOCATION OF PROJECT: Hallandale Beach Transfer Station

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☐ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 1/27/2021

SCOPE OF WORK: Electrical Improvements & Upgrades

CONTRACT VALUE: \$275,000

TOTAL VALUE OF CHANGE ORDERS: \$3,413⁰⁰

REASON FOR CHANGE ORDERS: Customer Request Additional Improvement Work

CONTRACT START AND COMPLETION DATES: 1/27/2021 — 3/30/2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): 2 Customer Requested Delay Times Amounting to months other Crisis Related and Supply Chain Issues.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: City of Hallandale Beach 954-457-1333

ENGINEERING FIRM (DURING CONSTRUCTION): Hazen and Sawyer.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Hazen and Sawyer - Brad Pickett

4000 Hollywood Blvd Suite 750N

Hollywood, FL 33021

ADDITIONAL INFORMATION: Delays were Agreed And Amended
By Contract

Qualification Requirements (Continued)

(3) NAME & LOCATION OF PROJECT: Sarasota Bee Ridge Water Reclamation Facility

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☐ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 12/9/2019

SCOPE OF WORK: Electrical Room Upgrade, New Well Installations, Electrical Improvements

CONTRACT VALUE: \$837,000⁰⁰

TOTAL VALUE OF CHANGE ORDERS: \$34,461⁰⁴

REASON FOR CHANGE ORDERS: Engineer/Owner Requested Additional Electrical Improvements

CONTRACT START AND COMPLETION DATES: 12/9/19 start - 8/25/2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Well Drilling Delays

Dep Test & Well Development Delays - Hurricane Delays

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Sarasota County Board of County Commissioners

ENGINEERING FIRM (DURING CONSTRUCTION): Atkins Engineering

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Atkins Engineering - Paula McGrath

100 Paramount Drive Suite 207

Sarasota, FL 34232 941 375 0372

ADDITIONAL INFORMATION: Delays were agreed and threaded
By Contract.



Perry Fiberglass Products, Inc.

Company Background / Locations

Owner = Chad Pulliam

Incorporated in 1984 by Thomas Pulliam

Manufacturing facility in Avon Lake, Ohio

Corporate Office in Rockledge, Florida

Office staff and fabricators

16 office staff including project management, mechanical drafting and engineering
130 fabricators

Design / Technical Capabilities

In house engineering with product design capabilities to meet specific job requirements.

Job specific PE stamped drawings and calculations can be provided.

Complete take-off and estimating service.

Coordination drawings and a detailed list of material provided for each project.

Logistical support.

OEM contracts, confidentiality agreements available when required.

Quality Control documentation

Shop Capabilities

(2) Filament winders

Computer operated with Magnum Venus pumping units (23' long mandrels)

Computer operated with Magnum Venus pumping units (43' long mandrels)

(2) Heated post curing stations

(10) Chopper Guns / Wet out guns

(3) Gel Coaters

(6) Overhead cranes

250,000 square feet of fabrication space

Construction Methods Utilized

Filament winding

Hand layup

Custom molded parts

EXPERIENCE

2005 - Present Perry Fiberglass Products, Inc. Avon Lake, OH

Vice President of Engineering

- Oversee the design, drafting and submittal teams.
- Project manage large projects
- Work with 3rd party P.E.'s

1997 - 2005 General Motors Detroit, MI

Calibration Engineer – 2001 - 2005

- Worked as a calibration engineer in the engine development group. Responsibilities included data collection and calibration of engine controller to ensure that they are meeting all emissions and drivability requirements.

Process Engineer – 1997 - 2001

- Worked as a process engineer in the paint department managing the painting process and addressing quality concerns.

EDUCATION

1993-1997 Case Western University Cleveland, OH

- BS in Chemical Engineering
- Minor in Economics
- Graduated Summa Cum Laude, GPA =3.98

2000-2002 Massachusetts Institute of Technology Cambridge, MA

- MS in Mechanical Engineering
- Minor in Economics
- Graduated Summa Cum Laude, GPA =3.95

INTERESTS

Cycling and Poker

Dylan Morin
5415 Village Drive
Rockledge, Florida 32955
321-609-9036
Dylan@perryfiberglass.com

EXPERIENCE

Perry Fiberglass Products, Inc.
Rockledge, Florida

2012 - Present

National Sales Manager

- Responsible and accountable for the coordinated management of multiple related projects directed toward strategic business and other organizational objectives.
- Build credibility, establish rapport, and maintain communication with company principals at multiple levels, including those external to the organization.
- Define and initiate projects. Including: manage cost, schedule, and performance of component projects, while working to ensure the ultimate success and acceptance of the program and/or project.
- Responsible for the successful planning and execution of a project.
- Coach, mentor and lead personnel within a technical team environment.
- Present periodic dashboard reports on the current program, future opportunities, and client issues.
- Expert in designing fans, ductwork, mist eliminators, chemical scrubbers, carbon adsorbers, air strippers, biofilters and biological filters.
- On-site training and start-up of air pollution control systems
- Experience with control panels and VFD's
- Air quality performance testing on air pollution control systems
- Qualified start-up technician for Hartzell Air Movement, Universal Fan and Blower, Verantis, Cincinnati Fans, Argal Pumps, Vanton Pumps, Verder, PulsaFeeder, Flowserve, Finish Thompson Pumps and HACH.

INTERESTS

- Family
- Outdoors

Joann Du, P.E. , MSME

President, Chief Engineer, Composite Services LLC, Professional Engineer, M.S. Mechanical Engineering

Summary of Qualifications

- 13 years of hands-on experience in composite equipment design, fabrication and finite element analysis.
- Designed hundreds of FRP storage tanks, large field tanks, scrubbers, stacks, above and underground ducts and pipes per ASME code and ASTM standards.
- Extensive experience working with ASME, ISO, US DOT and NGV standards on pressure vessels. Worked with ASME Boiler and Pressure Vessel Committee on refining ASME VIII Div.3 code case.
- 8 years of experience in design of advanced products and tooling, machine selection, prototype testing, technical training and engineering consulting services.
- Professional Engineer Licensed in CA, MO, AR, LA, AL, MS, TX, NY, NV, FL, OK, VA, NC, MI, ID, HI, WA, IA, KS, MD, and AZ.
- Software: Microsoft Office, Solidworks, Mathcad, Autodesk Mechanical, Autocad, ANSYS.

Work Experience

President, 03/2012- Current, Composite Services, LLC, Springfield, MO

- Providing consulting services for FRP equipment and support structure design. Specialize in FRP storage tank(shop & field tank), scrubber, stack, tower, pipe and duct design. Perform code/Standard calculations(RTP-1, Section X, D3299, D4097, D3982, SMACNA), wind load and seismic load analysis based on ASCE, IBC and NBC codes, static linear and nonlinear finite element analysis, frequency analysis and buckling analysis.

Engineering Manager, 05/2009 –03/2012, Tankinetics/ Strand Composite Engineering & Construction, Harrison, AR

- Designed various types of FRP equipment including storage tanks, scrubbers, stacks, pipes and ducts per ASME RTP-1, ASME Section X, ASTM D3299, ASTM D4097, ASME B31.3, and ASTM D3982.
- Performed finite element analysis on complex scrubbers, stacks(free standing, or laterally supported), chimney liners, and other support structures. Provided manufacturing supports to the shop.

Mechanical Engineer, 05/2008 –05/2009, Worley Parsons, Arcadia, CA

- Designed steel pressure vessels per ASME VIII Div.1 code for large refineries.

Engineering Manager, 02/2006 –05/2008, Hansho Composites Corporation, Irvine, CA

- Designed advanced composite materials structures, using finite element stress analysis (ANSYS) combined with self-developed proprietary design codes (APDL).
- Major projects include:
 - European satellite AlphaBus propellant tank prototype(*Boeing technology offset program*)
 - Designed 4500 psi carbon composite firefighter breathing apparatus.
 - All composite high pressure hydrogen fuel tank for Japan's automobile industry.
 - World's first 15000 psi large composite hydrogen storage tank for fueling station cascade system.
- Extensive experience in design and qualification of cylinders to the requirements of ASME, ISO, USA DOT and other international government standards.

Education

B.S. - Material Science & Engineering, Tianjin Univ., Tianjin, China

M.S. - Mechanical Engineering, Univ. of Notre Dame, South Bend, Indiana



McClure and Sons Inc.

May 23, 2019

To Whom it May Concern:

Perry Fiberglass Products, Inc. provided a 66,000 CFM (Six (6) 11,000 CFM carbon adsorbers) activated carbon odor control system, FRP ductwork, dampers and mist/grease eliminators to McClure and Sons Inc., for installation at the Chambers Creek Regional Wastewater Treatment Plant in University Place, WA. Perry's odor control system was turned over to the municipality (Pierce County) in April of 2016.

The engineer on the project was Brown and Caldwell. Brown and Caldwell and the municipality were satisfied with Perry Fiberglass Products, Inc. performance and customer service.

McClure and Sons Inc. looks forward to working with Perry again in the near future.

Thank you,

Kyle Hansen

Project Manager

Hansen@mcclureandsons.com

(425) 225-2033

June 16, 2017

To whom it may concern,

Perry Fiberglass Products, Inc. is the manufacturer and system supplier that supplied the Odor Control Systems for several contracts for Nassau County Department of Public Works for Contract Nos. S35116-01G, S3B120-02G and S3B120-01G – Odor Control Facility Improvements Bay Park STP and Cedar Creek WWTP, Grit Facility Improvements Bay Park STP, and Improvements to Influent Screening Facility Bay Park STP, respectively. My experience with Perry Fiberglass Products, Inc. has been excellent during construction, commissioning and training of Plant Operations for these three Odor Control Systems. One of the three odor control systems installed at Bay Park STP is a Primary Carbon Absorption Units to polish the odors. The other two odor control systems are countercurrent vertical packed chemical scrubbers. Perry Fiberglass Products, Inc. is very knowledgeable in odor control systems.

Please do not hesitate to contact me should you have any question.

Respectfully,

Robert Pedenzin

Robert Pedenzin
Chief Construction Manager
Senior Associate | Hazen and Sawyer
rpedenzin@hazenandsawyer.com



March 9, 2015

To whomsoever it may concern,

This is to confirm that Perry Fiberglass has been given a Purchase Order for supplying a Scrubber system for our TempRite project. In my opinion, they are providing the best value (low cost, high quality). They are very prompt and professional in the execution of the contract. Their customer service is outstanding.

If you have any questions, please feel free to contact me.

Best Regards,

Pravin T. Shah

Senior Engineer
Chemstress Consultant Co
39 S Main, Akron, OH 44308
(330)255-7806

Perry Fiberglass Products, Inc.

EXPERTS IN DESIGNING AND MANUFACTURING ODOR CONTROL AND AIR POLLUTION
CONTROL EQUIPMENT

OFFERS A FULL LINE OF FRP COMPOSITE SYSTEMS

ACTIVATED CARBON (DRY) ODOR CONTROL SYSTEMS

- Single and dual bed
- Radial Flow
- Horizontal flow

BIOLOGICAL ODOR CONTROL SYSTEMS

- Biofilters (modular and built in place)
- Biotrickling filters
- Multi stage combination units
- Lift station biofilters
- Engineered media's

CHEMICAL SCRUBBERS

- Vertical and horizontal

FRP DUCTWORK, STACKS, TANKS AND PIPING

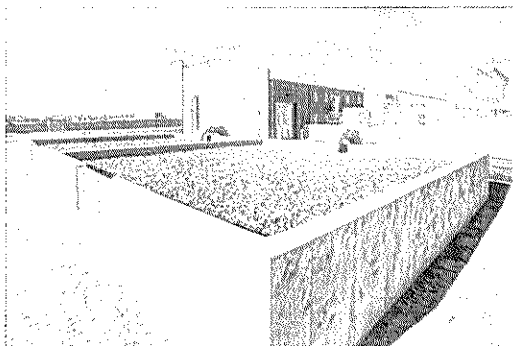
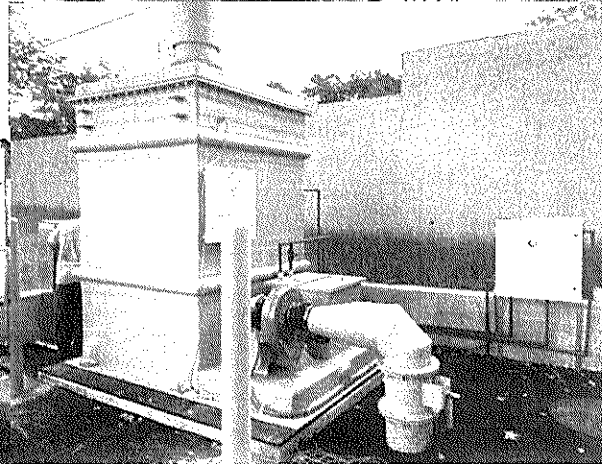
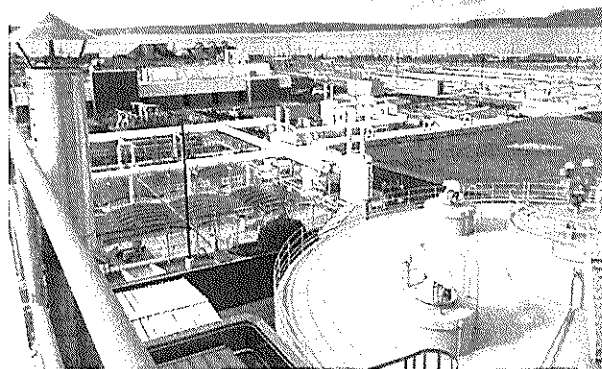
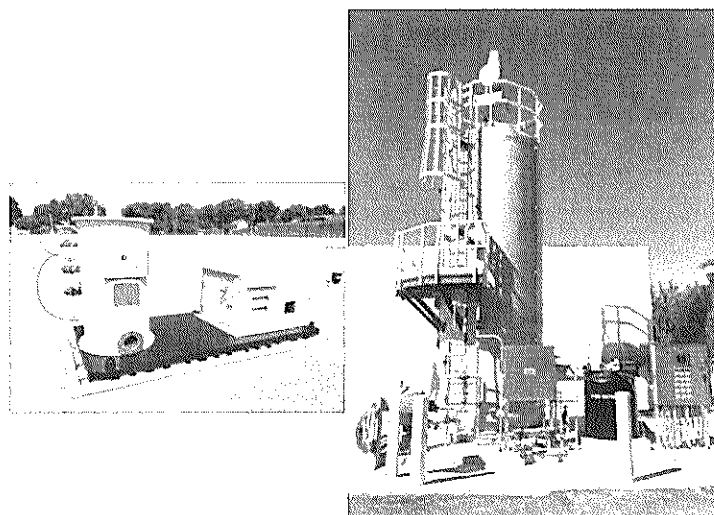
- Round and Rectangular

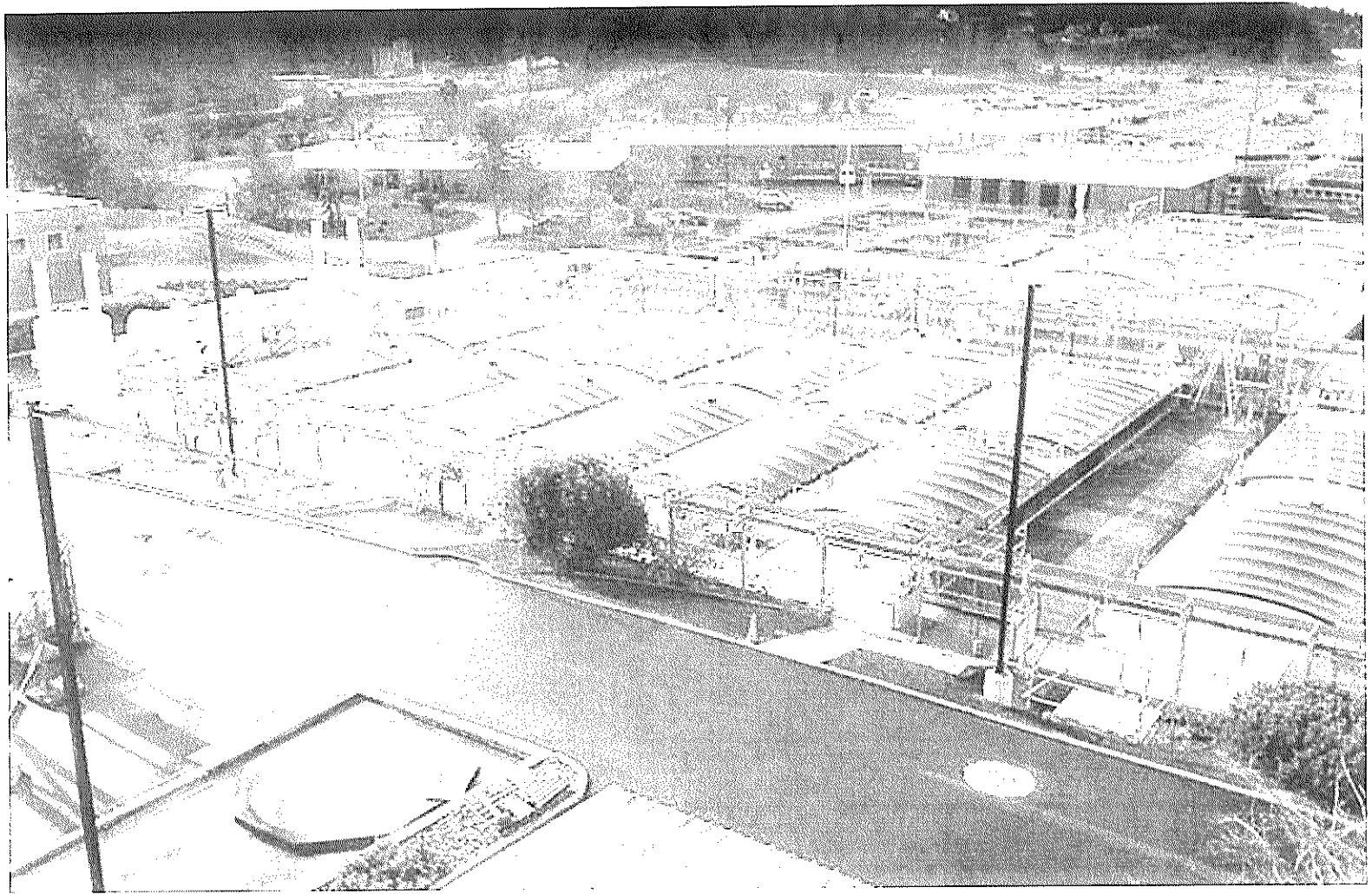
FRP DAMPERS

- Round and rectangular
- Control and balancing
- AMCA certified

DEGASIFIERS AND AIR STRIPPERS

- Round and rectangular
- NSF-61 compliant





ABOUT PERRY FIBERGLASS

Perry Fiberglass Products, Inc. was established in 1984 by Thomas Pulliam. Thomas Pulliam sold the company to his son Chad Pulliam in 2005. Perry Fiberglass is headquartered in Rockledge, Florida and manufactures all of its FRP products in Elyria, Ohio.

We develop, design and manufacture equipment for the treatment of odorous compounds in air-streams. We remain set apart from other odor control companies by providing a complete turn-key system.

Perry Fiberglass is in the business of supporting owners and engineers by providing technologically developed and improved odor control and air pollution control equipment.

Our mission is to provide quality engineered products at a competitive price and in compliance with recognized codes and standards. Our emphasis on quality and excellent customer service by trained personnel is paramount to our success.



FLORDES-01

SNELSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Suzanne Nelson	
	PHONE (A/C, No, Ext): (561) 868-6291	FAX (A/C, No): (561) 427-6730
	E-MAIL ADDRESS: Snelson@callc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Greenwich Insurance Company	22322
	INSURER B : Imperium Insurance Company	35408
	INSURER C : Navigators Specialty Insurance Co	36056
	INSURER D : Aspen American Insurance Company	43460
	INSURER E :	
	INSURER F :	

INSURED

Florida Design Drilling, LLC
7733 Hooper Road
West Palm Beach, FL 33411

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPL ES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			RGC3001970	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			RAC9438273	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ARUIICX000007701	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWC3001969	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Pollution Liability			CH24ECP307581IC	1/1/2024	1/1/2026	Ea Incident & Agg \$ 2,000,000
D	☒ Equipment Floater			IMZ211524	1/1/2024	1/1/2025	Leased/Rented \$ 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Information Only - Bidding Purposes. SOLICITATION NO: RFQU-24-057

The certificate holder is included as additional insured for ongoing and completed operations on the general liability as required by written contract per form CG2010 1219 & CG2037 1219, and an additional insured on the auto liability when required by written contract. Excess Liability provides additional insured to the extent provided on the controlling underlying insurance. General Liability, Auto and Excess Liability are primary and non-contributory when required by written contract. Waiver of subrogation applies to General Liability, Auto, Excess Liability and Workers' Compensation when required by written contract. The Excess Liability policy extends over the General Liability, Auto, and Employers Liability coverages per policy terms and conditions. Cancellation applies per policy terms and conditions.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Florida Design Drilling LLC
7733 Hooper Road
West Palm Beach, FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY CAL Risk Management		NAMED INSURED Florida Design Drilling, LLC 7733 Hooper Road West Palm Beach, FL 33411 Palm Beach	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

For Information Only - Bidding Purposes. Bid: Toho Water Authority. Construction Services for the Construction of Water Supply and/or Injection Wells

List of Subcontractors/Suppliers – Revised with Addendum 1

Bidder shall list below information regarding subcontractors and suppliers, who will perform work or labor or render service, or supply materials to the prime contractor in or about the construction of the Work, or improvements, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor/Supplier Name & Address</u>
<u>New FRP Blower Manufacturer</u>	N/A	23.6% of total base bid plus additive alternate #1	The New York Blower Company 7660 Quincy St Willowbrook, IL 60527
<u>Modifications to Existing FRP Ductwork</u>	N/A	Included in the 6.2% calculation below	Perry Fiberglass Products Rockledge, FL
<u>New FRP Ductwork</u>	N/A	6.2% of total base bid plus additive alternate #1	Perry Fiberglass Products Rockledge, FL
<u>Electrical Improvements</u>	EC13002257	1.7% of total base bid plus additive alternate #1	Cyber Electric of Central Florida Okeechobee, FL

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Refer to technical specification Section 11310 Ductwork and Blowers for required experience for FRP ductwork subcontractor. Attach additional pages as needed.

Qualification Requirements – Revised with Addendum 1

(Complete these pages entirety and include with Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)
- B. The individual who holds the General Contractor License for the firm awarded the Work for this Contract shall be active in the management and ownership of the firm and shall be available to provide expertise on the project during the course of the project, for the complete duration of the project, as needed. Provide the name of this individual and State of Florida license number for this project:

Jeffrey Holst, Senior Vice President contractor license: CGC1522104

1. State the numbers of years your organization has been doing business in the State of Florida:

19

2. State the number of years Bidding firm has been conducting business as a General Contractor licensed in the State of Florida:

10

3. List trades below for which Bidder is qualified and licensed to self-perform:

General Contractor, Water Well Drilling

4. Have you ever failed to complete work awarded to you? No

If so, state where, when and why:

Qualification Requirements (Continued)

5. State the location of the office from which this Contract will be managed.

7733 Hooper Road, West Palm Beach, FL 33411

6. State the number of employees available to complete the work contemplated by this contract.

11

7. Name and experience of Bidder's Project Manager who will be assigned to this Contract. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Jeffrey Holst

8. Name and experience of Bidder's Project Superintendent, and Superintendent(s) for FRP ductwork and electrical sub-contractors' superintendent who will be assigned to this Contract. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Selwyn Woodley - FDD. David Shockley - Cyber Electric. Dylan Morin - Perry Fiberglass

9. List equipment owned by Contractor to complete the Work identified for this contract.

Boom truck, backhoe, wellpoint system

10. List equipment to be rented by Contractor to complete the Work of this contract.

Excavator

11. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. Bidder shall provide previous experience and qualifications for at least five (5) projects completed over the past five (5) years. Bidder shall provide previous experience and qualifications for major sub-contractors for at least five (5) ~~three (3)~~ projects completed over the past five (5) ~~three (3)~~ years

NOTE: Bidder: Additional information to assist Owner in evaluating previous experience and qualifications are welcome. Copy the forms and attach additional pages as needed.

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Qualification Requirements (Continued)

As Bidder, we certify the following:

- (1) NAME & LOCATION OF PROJECT: Reclaimed Water Treatment Plant (RWTP) Piping Modification and Production Improvements

Pompano Beach, FL

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☒ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2022

SCOPE OF WORK: 24" and 20" underground piping & valves, above ground piping, VTP, and MOV replacement

CONTRACT VALUE: 2,025,000

TOTAL VALUE OF CHANGE ORDERS: (48,470)

REASON FOR CHANGE ORDERS: Return of unused allowance

CONTRACT START AND COMPLETION DATES: 3/18/21-7/18/22

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Phil Hyer, 954-545-7030

ENGINEERING FIRM (DURING CONSTRUCTION): McCafferty Brinson

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Frank Brinson, 954-797-7100

fbrinson@mccaffertybrinson.com

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(2) NAME & LOCATION OF PROJECT: WTP 11 High Service Pump Electrical Building WUD 18-005

Belle Glade, FL

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☒ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2021

SCOPE OF WORK: See bottom of this page

CONTRACT VALUE: 3,590,000

TOTAL VALUE OF CHANGE ORDERS: 210,727

REASON FOR CHANGE ORDERS: Additional work added to contract (paving, raising grades)

CONTRACT START AND COMPLETION DATES: 11/1/2019-5/25/21

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Mike Turbeville, 863-484-0114

ENGINEERING FIRM (DURING CONSTRUCTION): Kimley-Horn & Associates

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Andrea Carpenter, 561-840-0866

Andrea.Carpenter@kimley-horn.com

ADDITIONAL INFORMATION: _____

Construct; (i) a new High Service Pump Station (HSP) electrical building at Water Treatment Plant No. 11 (WTP11) to replace the existing HSP electrical building complete with associated civil improvements, (ii) 24-inch suction pipeline from the ground storage tanks to the High Service Pump Station suction header, (iii) replacement of piping, fittings and appurtenances at the High Service Pump Station, and (iv) associated electrical, instrumentation and controls work to support the above referenced improvements.

Qualification Requirements (Continued)

(3) NAME & LOCATION OF PROJECT: WASTEWATER TREATMENT PLANT IMPROVEMENTS PHASE 2

Davie, FL

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☒ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2021

SCOPE OF WORK: See bottom of this page

CONTRACT VALUE: 732,000

TOTAL VALUE OF CHANGE ORDERS: 80,810

REASON FOR CHANGE ORDERS: Major additions to scope of work

CONTRACT START AND COMPLETION DATES: 2/26/20-8/12/21

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Bob Salerno, 954-587-8833

ENGINEERING FIRM (DURING CONSTRUCTION): GAI Consultants

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Jay Ameno, 561-289-5147

jamenojr@gmail.com

ADDITIONAL INFORMATION: _____

Installation of a new Structurally Reinforced Thermoplastic (SRTP) Anoxic Tank with a new submersible mixer, associated piping and valves, electrical, controls, instrumentations and other appurtenances. b. Install two (2) new dry mount submersible, non-clog internal recycle pumps including associated piping and valves, electrical, controls, instrumentations and other appurtenances. c. Replace RAS piping and direct to the new Anoxic Tank. d. Furnish and install a polymer concrete modular storage building. Install polymer skids provided by the District. Furnish and install feed system for clarifiers, including associated piping and valves, electrical, controls, instrumentations and other appurtenances. e. Furnish and install the replacement of the sodium hypochlorite storage tank.

Qualification Requirements (Continued)

(4) NAME & LOCATION OF PROJECT: Transfer Pump Replacement

Hallandale Beach, FL

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☒ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: See bottom of this page

CONTRACT VALUE: 1,654,000

TOTAL VALUE OF CHANGE ORDERS: (85,818)

REASON FOR CHANGE ORDERS: Return of unused allowance

CONTRACT START AND COMPLETION DATES: April 2021 - March 2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Manga Ebbe, 954-457-1489

ENGINEERING FIRM (DURING CONSTRUCTION): Hazen and Sawyer

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Beth Waters, 305-443-4001

bwaters@hazenandsawyer.com

ADDITIONAL INFORMATION: _____

This work consists of removal of three existing transfer pumps and associated 24" piping, valves, electrical, and structural components. Additionally, this work includes procurement, installation, testing and startup of three new transfer pumps along with all associated piping, valves, controls, electrical, structural, mechanical, civil, and any improvements required for a complete and operable system.

Qualification Requirements (Continued)

(5) NAME & LOCATION OF PROJECT: RL Pratt Spiractors Replacement

Palm Springs, FL

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☒ BIDDER (PRIME CONTRACTOR) ☐ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2020

SCOPE OF WORK: Demolish two existing lime softening treatment units and construct new lime softening treatment units, replace piping and valves, ladders, and walkways.

CONTRACT VALUE: 839,000

TOTAL VALUE OF CHANGE ORDERS: (5,316)

REASON FOR CHANGE ORDERS: Return of unused allowance

CONTRACT START AND COMPLETION DATES: May 2019 - December 2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Walter Sanchez, 561-584-8200 x8713

ENGINEERING FIRM (DURING CONSTRUCTION): Eckler Engineering

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Doug Hamman, 954-510-4700, 4700 Riverside Drive, #110, Coral Springs, FL 33067

dhammann@ecklerengineering.com

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Okeechobee Agri-Civic Center and Fair Grounds Site
4601 FL 710 E Okeechobee FL 34974

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☐ BIDDER (PRIME CONTRACTOR) ☒ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: April 2023 - Feb 2024

SCOPE OF WORK: Electrical Upgrades and Improvements

CONTRACT VALUE: \$176,650⁰⁰

TOTAL VALUE OF CHANGE ORDERS: \$35,938⁰⁰

REASON FOR CHANGE ORDERS: Customer Request for Additional Improvements

CONTRACT START AND COMPLETION DATES: Start 4/27/23 - End 2/21/24

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Okeechobee County Historic Court House

ENGINEERING FIRM (DURING CONSTRUCTION): OCE Associates Inc

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

James Burchard - OCE Associates Inc

P-772-466-1165 C-772-519-1573

At Pierce Fenton offices

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(2) NAME & LOCATION OF PROJECT: Hallandale Beach Transfer Station
630 NW 2nd Street, Hallandale Beach, FL 33009

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☐ BIDDER (PRIME CONTRACTOR) ☒ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 1/27/21

SCOPE OF WORK: Electrical Improvements & Upgrades WTP

CONTRACT VALUE: \$275,000

TOTAL VALUE OF CHANGE ORDERS: \$23,412⁰⁰

REASON FOR CHANGE ORDERS: Customer Request Additional Improvements.

CONTRACT START AND COMPLETION DATES: 1/27/21 - 3/30/23

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): 2 Customer Requested Delays
Material/Supply Chain Delays Related to Covid

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: City of Hallandale Beach 954-457-1333

ENGINEERING FIRM (DURING CONSTRUCTION): Hazen & Sawyer

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Hazen & Sawyer - Brad Preckitt

4000 Hollywood Blvd Suite 250 N

Hollywood, FL 33021

ADDITIONAL INFORMATION: Delays were Agreed and Amended by Contract.

Qualification Requirements (Continued)

(3) NAME & LOCATION OF PROJECT: Hallandale Beach Well #9
430 Arsin Boulevard, Hallandale Beach, FL 33009

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

[] BIDDER (PRIME CONTRACTOR) [X] BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: April 2021

SCOPE OF WORK: Electrical Installation For New Well #9

CONTRACT VALUE: \$130,000.00

TOTAL VALUE OF CHANGE ORDERS: 0

REASON FOR CHANGE ORDERS: —

CONTRACT START AND COMPLETION DATES: 11/2020 — 9/25/22

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): ~~Yes~~ - Covid Shut Down
Delayed Project - Start Over A Year.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: City of Hallandale Beach

ENGINEERING FIRM (DURING CONSTRUCTION): Hazen & Sawyer

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

John C Buckle - Hazen & Sawyer

4000 Hollywood Blvd Suite 250 W

Hollywood, FL 33021

ADDITIONAL INFORMATION: Delay Due to Covid Shut Downs were

Agreed And Amended By Contract.

Qualification Requirements (Continued)

(4) NAME & LOCATION OF PROJECT: Sarasota Bee Ridge Water Reclamation Facility
5550 Lorraine Rd, Sarasota FL 34240

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

[] BIDDER (PRIME CONTRACTOR) [X] BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 12/2019

SCOPE OF WORK: Electrical Room Upgrades, New Well Installations, Electrical Improvements

CONTRACT VALUE: \$27,000⁰⁰

TOTAL VALUE OF CHANGE ORDERS: \$34,461⁰⁴

REASON FOR CHANGE ORDERS: Engineer/Customer Requested Additional Electrical Improvements

CONTRACT START AND COMPLETION DATES: 12/19 - 8/22

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Well Drilling Delays, DEP Testing
+ Well Development Delays, Hurricane Delays

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Sarasota County Board of County Commissioners
941-861-5000

ENGINEERING FIRM (DURING CONSTRUCTION): ATkins Engineering

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

ATkins Engineering - Paula M. Graft

100 Paramount Drive Suite 207

Sarasota, FL 34232 941-378-0272

ADDITIONAL INFORMATION: Delays Were Agreed and Amended By Contract

Qualification Requirements (Continued)

(5) NAME & LOCATION OF PROJECT: Coconut Creek Hilton Road WTP
4802 Hilton Road Coconut Creek FL 33073

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

[] BIDDER (PRIME CONTRACTOR) [X] BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 5/2020

SCOPE OF WORK: Need Electrical Installation At Water Treatment Plant Renovation

CONTRACT VALUE: \$ 408,600⁰⁰

TOTAL VALUE OF CHANGE ORDERS: \$ 38,306

REASON FOR CHANGE ORDERS: Customer Requested Additional Electrical Upgrades

CONTRACT START AND COMPLETION DATES: 5/2019 ~ 1/2021

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Additional Days Added To Contract As A part of Upgrades And Supply Chain Issues Due to COVID.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: City of Coconut Creek

ENGINEERING FIRM (DURING CONSTRUCTION): Reiss Engineering Inc 407-579-5358

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Reiss Engineering Inc 407-579-5358

1016 Spring Villas Pt. Winter Springs, FL 32708

Pete Hornslett.

ADDITIONAL INFORMATION: Delays were Agreed and Amended by Contract.

11. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. Bidder shall provide previous experience and qualifications for at least five (5) projects completed over the past five (5) years. Bidder shall provide previous experience and qualifications for major sub-contractors for at least five (5) ~~three (3)~~ projects completed over the past five (5) ~~three (3)~~ years

NOTE: Bidder: Additional information to assist Owner in evaluating previous experience and qualifications are welcome. Copy the forms and attach additional pages as needed.

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11. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. Bidder shall provide previous experience and qualifications for at least five (5) projects completed over the past five (5) years. Bidder shall provide previous experience and qualifications for major sub-contractors for at least five (5) ~~three (3)~~ projects completed over the past five (5) ~~three (3)~~ years

NOTE: Bidder: Additional information to assist Owner in evaluating previous experience and qualifications are welcome. Copy the forms and attach additional pages as needed.

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Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: New York (Bay Park and Cedar Creek WWTP)

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☐ BIDDER (PRIME CONTRACTOR) ☒ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2015

SCOPE OF WORK: FRP ductwork, odor control equipment, fans, dampers, flex connectors

CONTRACT VALUE: Over \$2,000,000

TOTAL VALUE OF CHANGE ORDERS: \$0.00

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: Finished in 2016

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:
OWNER CONTACT NAME AND PHONE NUMBER: Bay Park and Cedar Creek WWTP

ENGINEERING FIRM (DURING CONSTRUCTION): Arcadis

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Robert Pedenzin
917-887-3462

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(2) NAME & LOCATION OF PROJECT: Washington (Chambers Creek BP412)

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☐ BIDDER (PRIME CONTRACTOR) ☒ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2016

SCOPE OF WORK: FRP ductwork, odor control equipment, fans, dampers, flex connectors

CONTRACT VALUE: Over \$1,500,000

TOTAL VALUE OF CHANGE ORDERS: 0.00

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: Finished 2016

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): N/A

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Kyle Hansen 253-229-7796

ENGINEERING FIRM (DURING CONSTRUCTION): B&C

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(3) NAME & LOCATION OF PROJECT: Massachusetts (Nut Island WTP)

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☐ BIDDER (PRIME CONTRACTOR) ☒ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: FRP ductwork, odor control equipment, fans, dampers, flex connectors

CONTRACT VALUE: Over \$7,000,000

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): N/A

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Mary McGowen - 617-799-5270

ENGINEERING FIRM (DURING CONSTRUCTION): Hazen

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Hazen

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(4) NAME & LOCATION OF PROJECT: Suez now Veolia

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☐ BIDDER (PRIME CONTRACTOR) ☒ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: Multiple projects

SCOPE OF WORK: FRP ductwork, odor control equipment, fans, dampers, flex connectors

CONTRACT VALUE: Over \$1,000,000

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: n/a

CONTRACT START AND COMPLETION DATES: N/A

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): N/A

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Peter Verderosa - 203-939-6881

ENGINEERING FIRM (DURING CONSTRUCTION): _____

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Wright Pierce

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

Connecticut (City of Norwalk)

(5) NAME & LOCATION OF PROJECT: _____

CHECK ONE OF THE FOLLOWING OPTIONS, THIS PROJECT REFERENCE IS FOR:

☐ BIDDER (PRIME CONTRACTOR) ☒ BIDDER'S SUBCONTRACTOR

YEAR OF PROJECT: 2022

SCOPE OF WORK: FRP ductwork, odor control equipment, fans, dampers, flex connectors

CONTRACT VALUE: Over \$300,000

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: Finished 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Dennis Dievert 863-559-8293

ENGINEERING FIRM (DURING CONSTRUCTION): Wright Pierce

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Wright Pierce

ADDITIONAL INFORMATION: _____

Agreement (Contract) Between Owner and Contractor

This Agreement (Contract) made this _____ day of _____, _____ by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and **Florida Design Drilling LLC, 7733 Hooper Road, West Palm Beach, FL 33411**, a Corporation, **20-20779560** (FEIN number) hereinafter designated as "the CONTRACTOR", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment, and materials necessary to demolish existing and construct new civil, mechanical, structural and electrical improvements to an existing hydrogen sulfide odor control system consisting of Mobile Bed Absorber (MBA) towers, blowers and fiberglass reinforced plastic (FRP) ductwork and relocation of underground 24-inch transfer water main at the Town of Jupiter Water Treatment Plant. Work includes demolition of existing asphalt and concrete foundations, installation of temporary ductwork supports, and relocation of underground 24-inch DIP transfer water main and valve as required to construct related improvements; demolition, replacement and re-orientation of two (2) blowers with reinforced concrete blower support pads; demolition, modification, and installation of FRP ductwork inclusive of new and existing ductwork supports; relocation of owner-furnished dampers; connection of new blowers to modified FRP ductwork; removal and replacement of electrical conduits and wire for new blowers; furnishing one (1) spare blower; installation of related components and appurtenances as required for maintenance of water treatment plant operations and to provide a complete and operational system as described in the Bid Documents.

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **MOBILE BED ABSORBERS (MBA) BLOWER REPLACEMENTS (W1503F) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

- 2.1 The Project has been designed by the following:
Kimley Horn & Associates, 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411.
- 2.2 The Town of Jupiter will administer the contract during the construction phase.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will have a substantial completion date and a final completion date after the date when the Contract Time commences to run as provided in Article 4 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payments in accordance with Article 15 of the General Conditions and as outlined below:
- | | | |
|--------|-------------------------|---------------------------------|
| 3.1(a) | Substantial Completion: | 310 days from Notice to Proceed |
| 3.1(b) | Final Completion: | 340 days from Notice to Proceed |
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as

liquidated damages for delay (But not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 from the date of final completion until the work has reached final completion. Final completion includes demobilization from the site. Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deduct the amount due in Liquidated Damages from the final payment application. Liquidated damages under this Contract apply to each the substantial completion date and the final completion date.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.
- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 30 days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Article 15 of the General Conditions.
- 5.4 Progress payments will be made in an amount equal to: 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. Owner is not obligated to pay for stored materials and may choose to withhold payment until materials are incorporated into the Work.
- 5.5 Owner, at its discretion, may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.
- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. INTEREST. Not applicable.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied

upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Index
 - 8.1(b) Table of Contents-Specifications & Appendices
 - 8.1(c) Advertisement for Bids
 - 8.1(d) Instructions to Bidders
 - 8.1(e) Proposal (Including List of Subcontractors and Qualification Requirements)
 - 8.1(f) Contractor Safety Qualifications/Requirements (Including Contractor Safety Qualification Form)
 - 8.1(g) Contractor E-Verify Affidavit form
 - 8.1(h) Subcontractor E-Verify Affidavit form
 - 8.1(i) Sworn Statement
 - 8.1(j) Bid Bond
 - 8.1(k) Notice of Intent to Award
 - 8.1(l) Notice of Award
 - 8.1(m) Agreement (Contract) between OWNER and CONTRACTOR
 - 8.1(n) Payment Bond
 - 8.1(o) Performance Bond
 - 8.1(p) Opinion of Town Attorney
 - 8.1(q) Notice to Proceed
 - 8.1(r) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
 - 8.1(s) Supplementary Conditions
 - 8.1(t) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
 - 8.1(u) Technical Specifications including Appendices bearing the title: Mobile Bed Absorbers (MBA) Blower Replacements (W1503F)
 - 8.1(v) Drawings bearing the title: Mobile Bed Absorbers (MBA) Blower Replacements (W1503F)
- 8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 9.5(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.5(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2469, JENNIFERM@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**
- 9.6 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The Contractor acknowledges its legal obligation to comply with § 448.095, Florida Statutes.
- 9.6(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

Attachment 5

9.6(b) Subcontractors -

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- (iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

9.6(c) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

9.6(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Interim Town Clerk

CONTRACTOR

Florida Design Drilling LLC
7733 Hopper Road
West Palm Beach, FL 33411

Jeffery Holst, Senior Vice President

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION



March 20, 2024

Rebecca Wilder, P.E.
Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

RE: Town of Jupiter – Mobile Bed Absorbers (MBA) Blower Replacements
Bid No. W1503F
KHA Job No. 044001253

Dear Rebecca,

The Town of Jupiter publicly advertised the bid documents and scheduled a mandatory pre-bid meeting for this project, which was scheduled on February 7, 2024. On March 5, 2024, bids were publicly opened and read. A bid tabulation was prepared by Town of Jupiter staff and provided to Kimley-Horn and Associates, Inc. that includes a summary of the Total Bid Amounts for the two (2) bids that were received. The bid totals (lowest combined total base bid + additive alternate) ranged from \$1,084,100.00 to \$1,097,970.00. The Engineer's Opinion of Probable Construction Cost for the project \$846,000.00. The variance in the bid amounts as compared to the Engineer's Opinion of Probable Construction Cost can be attributed to the addition of the third shelf spare blower, additional protective coatings of the FRP ductwork, and volatile material and labor prices that have recently been experienced in the construction industry. It is recommended to remove the additional protective coatings from the scope of work and direct purchase the blowers, FRP ductwork and transfer main materials in order to eliminate sales tax which is anticipated to reduce the contract by approximately \$57,500.

Kimley-Horn and Associates, Inc. has been asked to review the bid proposal for the apparent low bidder for completeness with respect to the lowest responsive, responsible bidder. The bid package of Florida Design Drilling, LLC. was provided by the Town and reviewed by Kimley-Horn. The results of our review follows:

- No math errors were found on the Schedule of Bid Items.
- Upon review of the bid package, it was found that Florida Design Drilling, LLC. has submitted the documentation requested by the bid.

Kimley-Horn has worked with Florida Design Drilling, LLC. on past projects and we have no reason that the Town should not award this project to Florida Design Drilling, LLC. Based on the results of our review, Florida Design Drilling, LLC. submitted the lowest responsive, responsible bid for the project.

Should you have any questions or comments, please do not hesitate to contact this office at (561) 840-0256.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jason Lee, P.E.

Attachment: Bid Tab

Cc: File

K:\WPB_Civil\044001253 MBA Blower Replacement\Bid Phase\Bid Review Jupiter MBA Blower Replacements (W1503F).docx



**TOWN OF JUPITER UTILITIES
PRELIMINARY BID TABULATION**

CALL TO ORDER:	Jennifer Mondone	OPENING DATE AND TIME:	March 5, 2024 2:00 pm
BID #:	ITB-W1503F-0-2024/jm	LOCATION:	Town Council Chambers
BID TITLE:	Mobile Bed Absorbers (MBA) Blower Replacements (W1503F)	IN ATTENDANCE:	Jennifer Mondone & Stephanie Proffer

VENDOR:	BASE BID:	BASE BID + ADDITIVE ALTERNATE 1 BID:	BASE BID + ADDITIVE ALTERNATE 2 BID:	BASE BID + ADDITIVE ALTERNATE 3 BID:	BID BOND:
Florida Design Drilling LLC	\$789,100.00	\$1,084,100.00	\$1,098,100.00	\$1,164,100.00	Yes
C & B Civil Construction, Inc.	\$1,097,970.00	\$1,103,470.00	\$1,097,970.00	\$1,147,970.00	Yes

APPARENT LOW BIDDER: Florida Design Drilling, LLC

BID CLOSING TIME: 2:04 pm

Attachment 7

Mobile Bed Absorbers (MBA) Rehabilitation (W1503)	
CIP Project Budget	
(Updated 4/2/2024)	
Adopted CIP Budget Prior to FY2021	\$ 1,019,817
Adopted FY2021 CIP Budget	\$ 633,000
Total Adopted CIP Budget	\$ 1,652,817
<u>Expenditures and Encumbrances</u>	
Phases 1 & 2 Construction Projects	\$ (825,229)
Phases 1, 2 & 3 Engineering Design and Construction Phase Services	\$ (275,033)
Phases 1, 2 & 3 Permit Fees and Bid Advertisements	\$ (10,928)
Total Expenditures and Encumbrances	\$ (1,111,190)
<u>Anticipated Expenses for Project W1503</u>	
Construction Contract for MBA Blowers Replacements with FDD (W1503F)	\$ (1,084,100)
Town of Jupiter Building Department Permit Fee*	\$ (400)
Engineering Services During Construction*	\$ (25,000)
Materials Testing Services During Construction*	\$ (10,000)
Contingency (10%)	\$ (108,410)
Total Estimated Anticipated Expenses	\$ (1,227,910)
Budget Shortfall	\$ (686,283)
<u>Budget Transfers</u>	
Budget Transfer from FY2024 Water Plant Operating Budget	\$ 80,644
Budget Transfer from Water Enterprise Renewal & Replacement Fund	\$ 605,639
Total Budget Transfers	\$ 686,283
Amended Project Budget	\$ 2,339,100
<u>Anticipated Cost Savings Opportunities</u>	
Sales and Use Tax Savings from Owner Direct Purchase of Equipment	\$ 21,589
Removal of Additional Field Coatings	\$ 35,002
Project Overhead	\$ 10,000
Total Estimated Cost Savings	\$ 66,591
<u>Future Project Budget Needs Under Evaluation</u>	
MBA Filter Bag Drying and Handling Facility Improvements*	\$ 1,030,516
*Estimated Cost	

TOWN OF JUPITER

Resolution 16-24, Approving contract award to R&M Service Solutions, LLC. for Valve and Hydrant Maintenance Contract (W2423) with an estimated budget of \$500,000 for the initial 2-year contract term.



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 16-24 Approving a contract to R&M Service Solutions, LLC. for Valve and Hydrant Maintenance (W2423)

EXECUTIVE SUMMARY

Resolution 16-24 provides for the award of a non-exclusive, renewable unit price contract to R&M Service Solutions, LLC. of West Palm Beach, Florida for annual valve and hydrant maintenance for the Town's water distribution system, with an estimated budget of \$500,000 for the initial 2-year contract term, and provisions for up to two renewals at the Town's discretion for one 2-year term followed by one 1-year term with estimated annual budgets of \$525,000 and \$275,000, respectively.

The nature and scope of the work to be completed under this proposed contract is valve and hydrant maintenance of the Town's potable water distribution system on a routine basis to maintain critical infrastructure in good working order and in compliance with current regulations. The scope of work assigned under this unit price contract includes exercising water main isolation valves, inspecting and maintaining hydrants, fire flow testing hydrants, and painting hydrants. In years past, the Utility has attempted to accomplish these distribution system maintenance activities with in-house staff. However, due to the large number of operable valves (6,693) and hydrants (3,813) in the Town's water distribution system, water operations field crews have been unable to keep up with these maintenance tasks, with much of their time being spent on emergency and scheduled repairs, and other compliance related maintenance work. A more strategic and efficient approach to accomplishing valve and hydrant maintenance is to outsource the services to a company specializing in such work who can make a concentrated effort to accomplish the tasks without interruption. In addition, many of the valves are located in heavy traffic areas and will require traffic control measures to be implemented for worker safety. A contractor will be more equipped to implement proper and safe traffic control provisions.

An invitation to bid for this Valve and Hydrant Maintenance Contract (W2423) was publicly advertised on February 11, 2024. Two (2) sealed bids were received and opened publicly on March 12th, 2024. The lowest bid was submitted by R&M Service Solutions, LLC for an amount of \$333,543.00. R&M Service Solutions' bid is 9% lower than the other bid received. A detailed bid tabulation is attached for reference. R&M's bid was reviewed and found to be responsive to the bid requirements. In addition, several of R&M's references were contacted to confirm that R&M Service Solutions has done similar work for other municipalities with favorable results.

Note that the bid prices included in the detailed bid tabulation are intended to establish unit prices to accomplish the Scope of Work described in the Contract. The Total Bid Price does not represent the Total Contract Value and estimated quantities on the Bid Form are provided for bid comparison purposes only. Work to be performed under this contract will be based on Bid Unit Pricing during the initial 2-year term. Price adjustments for contract renewals will be subject to escalation based on the Consumer Price Index for all Urban Consumers (CPI-U) or 5%, whichever is lower.

Funding for this contract is provided through the Water Enterprise Fund Fiscal Year (FY) Operating Budget. Funding for FY2024, in an amount of \$250,000 was appropriated and is currently available. Funds for subsequent years of the contract is subject to fiscal year appropriation and will be budgeted accordingly, as shown in the Anticipated Estimated Annual Funding table below. Provisions of the proposed contract do not guarantee a total quantity of service to be provided and work performed under the contract is subject to fiscal appropriation by the Jupiter Town Council.

Anticipated Estimated Annual Funding
Town of Jupiter
Valve and Hydrant Maintenance

Year	Project Description	Estimated Budget	
2024	Valve Exercising and Hydrant Maintenance		
	2024 Total	\$250,000	
2025	Valve Exercising and Hydrant Maintenance		
	2025 Total	\$250,000	
	Estimated Initial 2 Year Contract Term Total		\$500,000
2026	Valve Exercising and Hydrant Maintenance		
	2026 Total	\$262,500	
2027	Valve Exercising and Hydrant Maintenance		
	2027 Total	\$262,500	
	Estimated 2 Year Renewal Contract Term Total		\$525,000
2028	Valve Exercising and Hydrant Maintenance		
	2028 Total	\$275,000	
	Estimated 1 Year Renewal Contract Term Total		\$275,000
	Estimated 5 Year Total		\$1,300,000

Provided this contract with R&M Service Solutions, LLC is approved on April 16th, 2024, the initial term of the contract will end in April 2026. The proposed contract contains provisions for

renewal at the Town's discretion and subject to Contractor performance and responsiveness during the initial contract term. The goal of this contract is to conduct fire flow testing on one-third of all hydrants annually, exercise one-third of all valves annually, and inspect all hydrants annually.

ANALYSIS

R&M Service Solutions, LLC's bid submitted on March 12, 2024, for the Town of Jupiter's Valve and Hydrant Maintenance Contract (W2423) is responsive to the bid requirements and suitable for award of a non-exclusive, renewable contract based on bid pricing and an estimated budget of \$500,000 for the initial 2-year contract term. Consideration of up to two subsequent contract renewals, for one 2-year term and one 1-year term, will be at the Town's discretion and subject to performance and responsiveness of the contractor during the initial contract term. The estimated budgets for subsequent renewals are \$525,000 and \$275,000, respectively. Contract unit pricing for the initial 2-year term will be fixed, while unit price increases for subsequent contract renewals will be considered based on the CPI-U or 5%, whichever is lower. Funding for the first year of this contract in an amount of \$250,000 was appropriated and is available in the FY2024 Water Enterprise Operating Budget. Funding for subsequent fiscal years is subject to fiscal appropriation by the Jupiter Town Council.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 16-24
2. W2423 Detailed Bid Tabulations
3. Bid Proposal from R&M Service Solutions, LLC.
4. W2423 Agreement (Contract) between Town and R&M Service Solutions, LLC.

FUNDING SOURCE

X	Approved in Budget	\$344,319	Sources: FY2024 Water Field Operating Budget (Other Contractual Services, Acct 40050233-534000)
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For more information or to request attachments, please contact Brittany George at brittanyg@jupiter.fl.us and/or 561-741-2261.

RESOLUTION 16-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR VALVE AND HYDRANT MAINTENANCE (W2423) WITH R&M SERVICE SOLUTIONS, LLC

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities for a continuing services contract for valve and hydrant maintenance for the Town's water transmission and distribution system; and

WHEREAS, the lowest responsive bid received by the Town for the Valve and Hydrant Maintenance Contract (W2423) was submitted by R&M Service Solutions, LLC of West Palm Beach, Florida on March 12th, 2024 in an amount of \$333,543.00; and

WHEREAS, R&M Service Solutions, LLC. bid submitted on March 12th, 2024 for the Valve and Hydrant Maintenance Contract (W2423) was reviewed and found to be responsive to the bid requirements and suitable for award for the initial 2-year contract term with an estimated budget of \$500,000, in accordance with their Bid Unit Pricing and in accordance with appropriated funding in the Water Utility fiscal year operating budget; and

WHEREAS, the contract states that work to be performed under this contract is

subject to appropriated fiscal year funding, there is no minimum amount of work expressed or guaranteed to be performed under this contract; and

WHEREAS, funding was budgeted and appropriated for fiscal year 2024 and is available for this contract, and funding for subsequent fiscal years will be budgeted accordingly.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The contract between the Town of Jupiter and R&M Service Solutions, LLC is hereby approved.

Section 2. The Mayor is authorized and directed to execute said contract on behalf of the Town.

Section 3. Upon the acceptance and execution of the contract, R&M Service Solutions, LLC shall be responsible for carrying out all responsibilities which have been established therein.

Section 4. This Resolution shall take effect immediately upon its execution.

4/16/2024



Town of Jupiter Utilities
Valve and Hydrant Maintenance Contract W2423

March 12, 2024 at 2:00pm Bid Opening

				R & M Service Solutions, LLC		Hydromax USA, LLC	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Consideration of Indemnification	LS	1	\$100.00	\$100.00	\$100.00	\$100.00
2	Bonds & Insurance	LS	1	\$6,540.00	\$6,540.00	\$7,307.41	\$7,307.41
3	Exercise Water Main Valve with Hydrant Flushing	EA	2,231	\$42.00	\$93,702.00	\$52.92	\$118,064.52
4	Inspect, Maintain and Flush Hydrant	EA	2,367	\$47.00	\$111,249.00	\$50.96	\$120,622.32
5	Inspect, Maintain, Flush, and Paint Hydrant	EA	175	\$65.00	\$11,375.00	\$58.80	\$10,290.00
6	Inspect, Maintain, and Fire Flow Test Hydrant	EA	1,271	\$87.00	\$110,577.00	\$85.75	\$108,988.25
Total Bid Price (Bid Items 1-6) =					\$333,543.00		\$365,372.50



Attachment 3

R&M Service Solutions, LLC.
7256 Westport Place, Suite A
West Palm Beach, FL 33413

Town Clerk

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

March 12, 2024 at 2:00 PM

Valve and Hydrant Maintenance Contract (W2423)



TOWN OF JUPITER

PROPOSAL PREPARED FOR:
Town Clerk, Town of Jupiter
210 Military Trail
Jupiter, FL 33458

March 12, 2024 at 2:00 PM

PREPARED BY:

R&M Service Solutions, LLC.
7256 Westport Place, Suite A
West Palm Beach, FL 33413

Michael George
352-398-9127
mgeorge@rmservicesolutions.com

Valve and Hydrant Maintenance

Contract (W2423)



Bid Proposal

Bidding Company Name: R&M Service Solutions, LLC.

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans(if any), and that he has read all addenda issued prior to the opening of Bids; and that he has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to the prosecution and completion of the work, to wit:

The nature and scope of the work is to perform water distribution system valve and hydrant maintenance on a regular basis within the Town of Jupiter water service area. The scope of work assigned under this unit price contract may include, but is not limited to, the following types of tasks: exercising water main valves, inspecting and maintaining hydrants, fire flow testing hydrants, and painting hydrants. The work is to be performed in accordance with the latest edition of AWWA Manuals M17 and M44 that describe procedures for valve and hydrant inspection, maintenance, testing, and reporting.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows on the Bid Schedule of Values, all in accordance with the requirements and provisions of the Contract Documents.

Bid Schedule of Values – Revised by Addendum 3
Valve and Hydrant Maintenance (W2423)

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDING COMPANY NAME: R&M Service Solutions, LLC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL ANNUAL VALUE
BID ITEMS					
GENERAL CONDITIONS					
1	Consideration of Indemnification	LS	1	\$ <u>100.00</u>	\$ <u>100.00</u>
2	<u>Bonds and Insurance</u>	<u>LS</u>	<u>1</u>	\$ <u>6,540.00</u>	\$ <u>6,540.00</u>
MAINTENANCE					
3	Exercise Water Main Valve with Hydrant Flushing	EA	2,231	\$ <u>42.00</u>	\$ <u>93,702.00</u>
4	Inspect, Maintain and Flush Hydrant	EA	2,367	\$ <u>47.00</u>	\$ <u>111,249.00</u>
5	Inspect, Maintain, Flush, and Paint Hydrant	EA	175	\$ <u>65.00</u>	\$ <u>11,375.00</u>
6	Inspect, Maintain, and Fire Flow Test Hydrant	EA	1,271	\$ <u>87.00</u>	\$ <u>110,577.00</u>

Total Bid Amount (Item Nos. 1 – 6) = \$ 333,543.00

* Refer to Section 01025 Measurement and Payment of the technical specifications for additional details for all Pay Items

Total Bid Amount (Item Nos. 1 – 6) in Words: _____

Three Hundred Thirty-Three Thousand Five Hundred Forty-Three Dollars and No Cents

End of Bid Schedule of Values

List of Subcontractors/Suppliers

Bidder shall list below information regarding subcontractors and suppliers who will perform work or labor or render service, or supply materials to the prime contractor in or about the construction of the Work or improvement, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with requirements may render the Bid non-responsive and may cause its rejection.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
N/A			

Note: Provide licenses, certifications, experience, E-Verify and qualification forms for those subcontractors listed above. Attach additional pages as needed.

THIS SPACE WAS INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE.

Qualification Requirements

(Complete these pages entirely and include with Sealed Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)
- B. Provide the names and license numbers of the individuals who hold Water Distribution System Operator Licenses in the State of Florida that would perform the Work for this Contract. Attach additional pages as needed.

Michael G. George, Class 1 Distribution Systems Operator, License No.: 0018509

Carson Todd Jernigan, Class 1 Distribution Systems Operator, License No.: 0019084

Travis Fuller, Water Distribution Level 3

John R. Dinovo, Class 3 Distribution Systems Operator, License No.: 0020693

Jonathan Andrew Wise, Class 3 Distribution Systems Operator, License No.: 0027970

Jesse William Sewell, Class 3 Distribution Systems Operator, License No.: 0029504

1. State the numbers of years your organization has been doing business in the State of Florida to perform the services of this contract:

15 Years

2. State the number of water main valves exercised by your organization annually for the past five years and provide supporting documentation within the Bid Proposal.

6232) 2019, 2500) 2020, 2500) 2021, 2500) 2022, 2500) 2023 Please see attached POs from References

Shapefiles and other documents can be supplied upon request.

3. Describe how your organization would approach exercising a water main valve located within a busy intersection.

Contractor to obtain regulatory approvals or permits as required to provide maintenance of traffic.

Coordinate in advance with Town Utility personnel and businesses to minimize traffic disruption and downtime.

4. Describe how your organization would address a situation where your staff accidentally broke a water main valve while exercising.

Contractor will immediately notify Owner by phone with information to determine severity and follow up by electronic

email.

5. State the number of hydrants fire flow tested by your organization annually for the past five years and provide supporting documentation within the Bid Proposal.
8064) 2019, 4860) 2020, 3950) 2021, 4750) 2022, 5024) 2023 Please see attached POs from References
Shapefiles and other documents can be supplied upon request.
6. We typically perform 100% of the work with our own forces. List trades below for which your organization is qualified and licensed to self-perform:
Exercising water main valves, inspecting and maintaining hydrants, fire flow testing hydrants, and
painting hydrants
7. Has Bidder ever failed to complete awarded work? No
If so, state where, when and why:
N/A
8. State the location of the office from which this contract will be managed.
7256 Westport Place, Suite A, West Palm Beach, FL 33413
11820 Uradco Place #103, San Antonio, FL 33576
9. State the number of employees available to complete the work contemplated by this contract and provide their qualifications.
Up to three
10. Provide the name, qualifications, and experience of Bidder's Project Manager who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer(s). (Attach additional pages as necessary).
Todd Jernigan, R&M Service Solutions, LLC., Chief Operating Officer, 10/2022-Present, 1Yr, 5Mos
Manager Water Maintenance and Operations, Orlando Utilities Commission 04/2019 – 09/2022, 3 Yrs, 5Mos
Troy Morris, Director, 100 W Anderson St, Orlando, FL 32818, 407-423-9018 Resume attached

Qualification Requirements (Continued)

11. Provide name, qualifications, and experience of Bidder's Project Superintendent who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer(s). (Attach additional pages as necessary).

Travis Fuller, R&M Service Solutions, LLC., Field Operations Supervisor, 04/2023-Present, 11Mos

R&M Service Solutions, LLC., Field Technician, 02/2022-03/2023, 1Yr, 1Mo

Advanced Fire Equipment, Technician, 07/2019-01/2022, 2 Yrs, 6Mos - No Longer in Business Resume attached

12. List equipment owned by Contractor to complete the Work identified for this contract, including the equipment used to exercise valves.

20) Pick Up Trucks, 3) Valve Operating Trucks, 6) Valve Operating Trailers, 2) K&K Arrowboards

1) F550 Construction Repair Truck, 4) 3500 Flat Bed Service Trucks w/Crane

1) Ditch Witch FX20 Skid Mount, 1) Bobcat E42 Mini Excavator

13. List equipment to be rented by Contractor to complete the Work of this contract.

N/A

Qualification Requirements (Continued)

14. Only Bidders who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. **BIDDERS WHO HAVE EXERCISED LESS THAN 2,000 VALVES ANNUALLY AND MAINTAINED LESS THAN 2,000 HYDRANTS ANNUALLY FOR THE PAST FIVE YEARS WILL BE DEEMED UNQUALIFIED.** Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE:

Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms. All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid.

NOTE:

Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

15. BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects completed within the last three years that were not completed on schedule and for which liquidated damages (LD) were not incurred. Attach additional pages as needed:

PROJECT NAME: N/A

OWNER NAME/CONTACT INFO: N/A

CONTRACT COMPLETION DATE: N/A

ACTUAL COMPLETION DATE: N/A

16. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) are accumulating or were incurred, either directly or indirectly. Attach additional pages as needed:

PROJECT/OWNER: N/A

TOTAL LD AMOUNT ASSESSED: N/A

REASON FOR LDs: N/A

Qualification Requirements (Continued)

17. List ALL projects within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner of the project, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: N/A

OWNER: N/A

TYPE OF
LITIGATION: N/A

REASON FOR LITIGATION: N/A

18. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

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Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Volusia County

3151 E. New York Avenue, 2nd Floor, Deland, FL 32724

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2016

SCOPE OF WORK: Fire Hydrant Maintenance Program

CONTRACT VALUE: \$70K

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 2016-Present

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: Samuel Farrell, Collection & Distribution Supervisor

OWNER CONTACT NAME AND PHONE NUMBER: 386-822-6465

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

N/A

ADDITIONAL INFORMATION: N/A

Qualification Requirements (Continued)

(2) NAME & LOCATION OF PROJECT: Citrus County, FL

3600 W. Sovereign Path, Lacanto, FL 34661

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR [] SUBCONTRACTOR

YEAR OF PROJECT: 2018

SCOPE OF WORK: Fire Hydrant & Valve Maintenance Program

CONTRACT VALUE: \$250K

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 2018-2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: Dane Bargiel, Operations & Maintenance Director
OWNER CONTACT NAME AND PHONE NUMBER: 352-400-0146

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

N/A

ADDITIONAL INFORMATION: N/A

Qualification Requirements (Continued)

(3) NAME & LOCATION OF PROJECT: Seminole County, FL

3300 Dike Road, Winter Park, FL 32792

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2016-Present

SCOPE OF WORK: Fire Hydrant & Valve Maintenance, Repairs and Replacements.

CONTRACT VALUE: \$350K

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 2016-Present

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): N/A - Active

Chris Graybosch – Water Distribution Supervisor

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: 407-840-4058

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

N/A

ADDITIONAL INFORMATION: N/A

Qualification Requirements (Continued)

(4) NAME & LOCATION OF PROJECT: Town of Longboat Key, FL

501 Bay Isles Road, Longboat Key, FL 34228

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR [] SUBCONTRACTOR

YEAR OF PROJECT: 2016-Present

SCOPE OF WORK: Fire Hydrant & Valve Maintenance, Repairs and Replacements.

CONTRACT VALUE: \$70K

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 2016-Present

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): N/A - Active

Richard Walters – Water Treatment Operator

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: 941-316-1988

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

N/A

ADDITIONAL INFORMATION: N/A

Qualification Requirements (Continued)

(5) NAME & LOCATION OF PROJECT: Broward County, FL

115 S. Andrews Avenue, Suite A600, Fort Lauderdale, FL 33301

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2012-2020

SCOPE OF WORK: Fire Hydrant & Valve Maintenance Program

CONTRACT VALUE: \$300K

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 2012-2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

Juan Robby, Utilities Operations Manager

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: 954-831-3249

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

N/A

ADDITIONAL INFORMATION: N/A

Proposal (Continued)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, which ever one is received first, and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Substantial Completion:	730 calendar days from Notice to Proceed
Final Completion:	730 calendar days from Notice to Proceed

The undersigned understands the Contract time starts on the date of Notice to Proceed. The undersigned understands the Contract time includes time for Contractor to obtain permits, submit and obtain shop drawing approvals, order materials, receive deliveries, complete all Work required of the Contract, and to close out the Contract.

There is enclosed a bid guarantee consisting of five percent (5%) of the estimated value of the initial contract term, \$500,000 or \$25,000.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of ____³ (insert number) Addenda for this project.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bonds, power of attorney's, and insurance within (15) days after receipt of a Notice Intent to Award or a Notice of Award, whichever comes first, the check, bond, or other security accompanying undersigned's Bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Bid shall be returned to the undersigned.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a payment bond and a performance bond, each in the amount of 100% of the estimated value of the initial contract term as set forth in "Instructions to Bidders".

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Proposal (Continued)

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

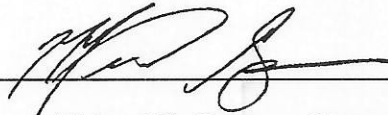
SUBMITTAL DATE 03/12/2024

FIRM NAME R&M Service Solutions, LLC.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 27-1422665

(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
N/A _____.)

SIGNATURE OF RESPONSIBLE OFFICIAL _____



PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Michael G. George, General Manager

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL mgeorge@rmservicesolutions.com

BUSINESS ADDRESS 7256 Westport Place, Suite A, West Palm Beach, FL 33413

BUSINESS TELEPHONE 877-847-6747

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

President, Rakoczy, John R, 7256 Westport Place, Suite A, West Palm Beach, FL 33413

VP Rakoczy, John R, 7256 Westport Place, Suite A, West Palm Beach, FL 33413

Secretary, Rakoczy, Corey D 7256 Westport Place, Suite A, West Palm Beach, FL 33413

Treasurer, Rakoczy, Corey D 7256 Westport Place, Suite A, West Palm Beach, FL 33413

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Micahel George, General Manager, mgeorge@rmservicesolutions.com, 352-398-9127

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Contractor Safety Qualification Form

SECTION 1: COMPANY INFORMATION																								
Company Name: R&M Service Solutions, LLC.																								
Address 1: 7256 Westport Place																								
Address 2: Suite A																								
City, State, Zip: West Palm Beach, FL 33413																								
Telephone No.: 877-847-6747																								
Fax No.: N/A																								
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS																								
Company Name: N/A																								
Address: N/A																								
City, State, Zip: N/A																								
Relationship: N/A																								
Company Name: N/A																								
Address: N/A																								
City, State, Zip: N/A																								
Relationship: N/A																								
SECTION 3: INSURANCE COVERAGE																								
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following: - General Business Liability Insurance - Professional Liability Insurance - Contractors Pollution Liability Insurance - Workman's Compensation Insurance																								
3.2 How long have you been covered by your current provider of Workman's Compensation Insurance? 2016-Present (8 Years)																								
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's workman's compensation insurance policy for the past five years: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Year</th> <th style="text-align: center;">Intrastate EMR</th> <th style="text-align: center;">Interstate EMR</th> <th style="text-align: center;">Comments</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2023</td> <td style="text-align: center;">1.02</td> <td style="text-align: center;">1.02</td> <td></td> </tr> <tr> <td style="text-align: center;">2022</td> <td style="text-align: center;">1.12</td> <td style="text-align: center;">1.12</td> <td></td> </tr> <tr> <td style="text-align: center;">2021</td> <td style="text-align: center;">.98</td> <td style="text-align: center;">.98</td> <td></td> </tr> <tr> <td style="text-align: center;">2020</td> <td style="text-align: center;">1.27</td> <td style="text-align: center;">1.27</td> <td></td> </tr> <tr> <td style="text-align: center;">2019</td> <td style="text-align: center;">1.44</td> <td style="text-align: center;">1.44</td> <td></td> </tr> </tbody> </table>	Year	Intrastate EMR	Interstate EMR	Comments	2023	1.02	1.02		2022	1.12	1.12		2021	.98	.98		2020	1.27	1.27		2019	1.44	1.44	
Year	Intrastate EMR	Interstate EMR	Comments																					
2023	1.02	1.02																						
2022	1.12	1.12																						
2021	.98	.98																						
2020	1.27	1.27																						
2019	1.44	1.44																						

Contractor Safety Qualification Form (Continued)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Clint Rogers

Address 1: 1200 Univeristy Blvd,

Address 2: Suite 200

City, State, Zip: Jupiter, FL 33458

Telephone No.: 561-776-0670

If you do not have an EMR, please explain:

N/A

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 200 Logs to the table below:

Statistic	Year: <u>2023</u>		Year: <u>2022</u>		Year: <u>2021</u>	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	0	0	1	5.32	1	3.38
Restricted Workday Cases	0	0	0	0	0	0
Medical Treatment (not First Aid) Cases	0	0	0	0	0	0
Total Illness Cases	0	0	0	0	0	0
Total Recordable Cases	0	0	1	5.32	1	3.38
Fatalities	0	0	0	0	0	0

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

N/A

Contractor Safety Qualification Form (Continued)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? ☒ Yes ☐ No Frequency: Weekly
- Employees? ☒ Yes ☐ No Frequency: Weekly
- New Hires? ☒ Yes ☐ No Frequency: Weekly
- Subcontractors? ☐ Yes ☒ No Frequency: N/A

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☒ Yes ☐ No

Name: Todd Jernigan Title: Chief Operating Officer

How frequently will the representative visit the project site? Weekly or As Needed

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

Table of Contents : Program Introduction , Safety Policy Statement , Commitment and Responsibilities, Company Safety

Director, Hazard Assessment, Prevention and Control, Accident and Incident Reprting / Investigation, Workers' Comp, Safety

Rights and Responsibilities, Employee Safety Rules, General Lockout Tag Out, Emergency Action Plan, Progressive

Discipline Program, Safety and Health Training, Safety & Health Requirements, Heat Awareness, Haz Comm

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Taylor Shipman Title: Safety Director

Telephone No.: 682-263-4484

SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

OSHA Citation 10/2021 (Attached)

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): Taylor Shipman Title: Safety Director

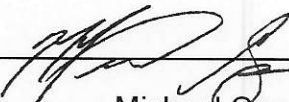
Signature:  Date: 03-01-2024

Contractor E-Verify Affidavit

I hereby certify that R&M Service Solutions, LLC. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of R&M Service Solutions, LLC. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Michael George
Date: 03/12/2024

STATE OF FLORIDA

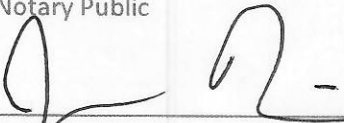
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 12 March 2024 (date) by Michael George General Manager (name of officer or agent, title of officer or agent) of R&M Service Solutions (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public



Name typed, printed or stamped

My Commission Expires: 5/11/2024

Subcontractor E-Verify Affidavit

I hereby certify that N/A [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of N/A [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

N/A

Print Name: N/A

Date: N/A

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

Sworn Statement

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]

by Michael George, General Manager
[print individual's name and title]

for R&M Service Solutions, LLC.
[print name of entity submitting sworn statement]

whose business address is 7256 Westport Place, Suite A
West Palm Beach, FL 33413

and (if applicable) its Federal Employer Identification Number (FEIN) is:
27-1422665

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
Statement: N/A.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Trench Safety

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE(LF, SY)	UNIT (QUANTITY)	UNIT COST	COST
A. <u>Shoring</u>	LF	1	50.00	50.00
B. <u>Sloping</u>	LF	1	5.00	5.00
C. <u>Benching</u>	LF	1	20.00	20.00
D. <u>N/A</u>				

Failure to complete the above may result in the bid being declared non-responsive.

Bid Bond

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

Bidder Name: R&M Service Solutions, LLC Phone: (877) 847-6747 Address (principal place of business): 11820 Uradco Place #103 San Antonio, FL 33576 Email Address: jwise@rmservicesolutions.com	Surety Name: Great Midwest Insurance Company Phone: (713) 973-0226 Address (principal place of business): 800 Gessner, Suite 600 Houston, TX 77024. Email Address: brosenhaus@acrisure.com
Owner Name: Town of Jupiter Phone: 561-746-5134 Address (principal place of business): Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458 Email address: Jonathanb@jupiter.fl.us	Bid Project (name and location): Valve and Hydrant Maintenance Contract (W2423) Jupiter, Florida Bid Due Date: March 12, 2024
Bond Number: <u>N/A</u>	
Penal Sum: 5% of Initial Term Funding Date of Bond: March 12, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Town of Jupiter, and as having an Agent resident therein.	
Bidder R&M Service Solutions, LLC (Full formal name of Bidder) By: _____ (Signature) Name: <u>Michael George</u> (Printed or typed) Title: <u>Operations Manager</u> Attest: <u>Jonathan Wise</u> (Signature) Name: <u>Joe</u> (Printed or typed) Title: <u>Technical/Operations Mgr</u>	Surety Great Midwest Insurance Company (Full formal name of Surety) (corporate seal) By: <u>Brett Rosenhaus</u> (Signature) (Attach Power of Attorney) Name: <u>Brett M. Rosenhaus</u> (Printed or typed) Title: <u>Attorney-in-Fact & FL Licensed Agent</u> Attest: <u>Rita Lazarides</u> (Signature) Name: <u>Rita Lazarides</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

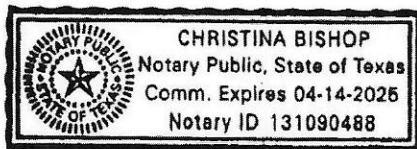


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 12th Day of March, 2024.



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Dianne Klaus		
	PHONE (A/C, No, Ext): (561) 721-3746	FAX (A/C, No):	
	E-MAIL ADDRESS: Dianne.Klaus@ioausa.com		
INSURED R&M Service Solutions, LLC 7256 Westport Place, Suite A West Palm Beach, FL 33413	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Transportation Insurance Company		20494
	INSURER B: Continental Insurance Company		35289
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		6042667780	7/21/2023	7/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6081140945	7/21/2023	7/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7034018351	7/21/2023	7/21/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6042667794	7/21/2023	7/21/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			QT6605N313831-TIL-23	7/21/2023	7/21/2024	Leased/Rented-Item 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Davie is Additional Insured with respect to General Liability when required by written contract per form #CNA75079XX

CERTIFICATE HOLDER

CANCELLATION

Town of Davie 8800 SW 36th Street Davie, FL 33328	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Bid Bond (continued)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the R&M SERVICE SOLUTIONS, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 1523543

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 1523543

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1523543

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1523543

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1523543

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1523543

Approved by:

Employer R&M SERVICE SOLUTIONS, LLC	
Name (Please Type or Print) Marissa LaCava	Title
Signature Electronically Signed	Date 03/24/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/24/2020

Company ID Number: 1523543

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	R&M SERVICE SOLUTIONS, LLC
Company Facility Address	7256 Westport Place STE A West Palm Beach, FL 33413
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	271422665
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	2

Company ID Number: 1523543

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
TEXAS	1 site(s)

Company ID Number: 1523543

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Marissa LaCava
Phone Number (860) 878 - 2101
Fax Number (561) 290 - 0693
Email Address marissa@rangeline.com

Name Marissa LaCava
Phone Number (860) 878 - 2101
Fax Number (561) 290 - 0693
Email Address marissa@rangeline.com

Company ID Number: 1523543

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7256 Westport Place, Suite A
West Palm Beach, Florida 33413
877-847-6747 Office 352-398-9127 Cell
Email: mgeorge@rmservicesolutions.com
<https://www.rmservicesolutions.com>

Michael G. George, General Manager

R&M Service Solutions, LLC. 11/2013 – Present

Responsibilities

- Provide new clients with product and service information
- Heavy networking
- Researching and responding to client's inquiries
- Search new leads and secure business through pro-active approaches
- Find, qualify, and capture new business
- Active contribution to our growth strategy and wider business plan
- Delivery of results against set objectives
- Work with and respond to complex, large business request for proposals

Qualifications

- Highly skilled in organizational management
- Effectively manage multiple tasks and changing levels of responsibilities
- Implement innovative ideas, concepts, methods, and technologies
- Energetic and initiative-taking collaborator and team builder
- Thrive in both independent and collaborative work environments

Certifications

- FDEP Class I Distribution System Operator
- FDOT Temporary Traffic Control Intermediate Course
- FL Stormwater Association Stormwater Operator Level 1
- FWPCOA Class A Wastewater Collection Technician
- FWPCOA Storm Water Level C
- OSHA Confined Space Entry Program
- OSHA Excavation and Trenching
- OSHA 30 Hour Construction Safety & Health
- Project Management Procedures
- Creative Problem Solving
- Understanding Job Tracking
- Understanding Estimating
- Contracts and Change Orders
- American Safety Institute CPR, AED, and Basic First Aid
- National Safety Council Defensive Driving Course

Professional Affiliations

- FSA WWA Mac Council
- AWWA Member
- FSA WWA Distribution Awards Chairperson



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAKOCZY, JOHN ROBERT

R&M SERVICE SOLUTIONS, LLC
PO BOX 210155
ROYAL PALM BEACH FL 33421

LICENSE NUMBER: CUC1225260

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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State of Florida
Department of Environmental Protection
OPERATOR CERTIFICATION PROGRAM
2600 BLAIR STONE ROAD, M.S. 3506
TALLAHASSEE, FLORIDA 32399-2400
(850)245-7500

MICHAEL G. GEORGE
10482 DUNKIRK ROAD
SPRING HILL, FL 34608

State of Florida
Department of Environmental Protection

LICENSE NO.: 0018509 DATE ISSUED: 03/29/2023
CLASS 1 DISTRIBUTION SYSTEMS
MICHAEL G. GEORGE
IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES
VALID UNTIL: 04/30/2025



State of Florida
Department of Environmental Protection

ISSUED: 03/29/2023

LICENSE NO.: 0018509

THE CLASS 1 DISTRIBUTION SYSTEMS OPERATOR NAMED BELOW IS
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2025

MICHAEL G. GEORGE

RON DESANTIS

SHAWN HAMILTON

GOVERNOR

DISPLAY IS REQUIRED BY LAW

Page 347 of 1068
SECRETARY



eTraining, Inc.

Certificate of Completion

This certifies that

Mike George

has received training and has successfully completed

Excavation and Trenching for the Competent Person

OSHA 29 CFR 1926.650-652 Subpart P - 5 Hours

April 08, 2020

Certificate Number: **141467**

www.etraintoday.com

A handwritten signature in black ink, appearing to read "Niall O'Malley".

Niall O'Malley, President

A handwritten signature in black ink, appearing to read "Larry A. Baylor".

Larry A. Baylor, VP Content Development



eTraining, Inc.

Certificate of Completion

This certifies that

Mike George

has received training for successfully completing

OSHA Permit-Required Confined Space Entry

OSHA 29 CFR 1910.146 - 2 Hours

April 08, 2020

Certificate Number: **141448**

www.etraintoday.com

Niall O'Malley, President

Larry A. Baylor, VP Content Development

FLORIDA STORMWATER ASSOCIATION

Has Conferred Upon

Michael George

The Designation of

Stormwater Operator - Level 1

For successful completion of the FSA Stormwater Operator Certification Level 1 Course.

Course Date: July 30-31, 2012

Course Location: City of Wellington



Executive Director

July 31, 2012

Date



Certificate # 2291

Expires: 2017

FLORIDA WATER AND POLLUTION CONTROL OPERATORS ASSOCIATION

VOLUNTARY CERTIFICATION PROGRAM

hereby certifies that

MICHAEL GEORGE

has met the requirements for certification as a

Stormwater Technician Level "C"

Certificate Number

406

FW&PCOA

Date Issued

2 MAY 1997

William D. [Signature]
Voluntary Certification Board

[Signature]
FW&PCOA President

Florida Water & Pollution Control Operators Association
Voluntary Certification Program
hereby certifies that

Michael George

has met the requirements for certification

as

Class A

Wastewater Collection Technician



Certificate Number 465

[Signature]

President, FW&PCOA

Date issued August 13, 1999

[Signature]

Chairman, Voluntary Certification Board



MICHAEL GEORGE

Certificate:

617714

Issued: 12/05/2023

Expires: 11/22/2027

Instructor: I. C

Has Completed a FDOT Approved Temporary Traffic Control: Intermediate Course.

Training Provider:



Safety Scotty's MOT Training, LLC
7790 Professional Place
Tampa, FL 33570
Ph: 813-787-3690

Verify this Certificate at www.motadmin.com.

TRAINING IDENTIFICATION

Mike George

OSHA 29 CFR 1926.650-652 Subpart P - 5 Hours

Excavation and Trenching for the Competent Person

#141467

April 08, 2020

CERTIFICATE NUMBER

EFFECTIVE DATE

eTraining, Inc. etraintoday.com 815-556-9384



7256 Westport Place-Suite A
West Palm Beach, FL 33413
877-847-6747

Mike George
Operations Manager - ID #2728



20-602005574

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

Michael G George

Bhushan Sukhrum

6/8/2017

Instructor Name

Date of Issue

TRAINING IDENTIFICATION

Mike George

OSHA 29 CFR 1910.146 - 2 Hours

OSHA Permit-Required Confined Space Entry

#141448

April 08, 2020

CERTIFICATE NUMBER

EFFECTIVE DATE

eTraining, Inc. etraintoday.com 815-556-9384



Control No.
656191

Michael George

has completed a National Safety Council's
4-hour Defensive Driving Course

G620547642470

4/8/2019

Drivers License Number:

Course Completion Date:

MS Safety Services Tampa, FL

TRAINING CENTER

Mark Albertson

851446

Instructor Name

Instructor Number

CPR, AED, and Basic First Aid

Michael George

has successfully completed and competently performed
the required knowledge and skill objectives for this program.

☐ Adult ☐ Adult and Child ☒ Adult, Child, and Infant

Card is void if more than one box is checked.



AMERICAN SAFETY & HEALTH INSTITUTE

State of Florida Department of Environmental Protection

LICENSE NO.: 0018509

DATE ISSUED: 03/29/2023

CLASS 1 DISTRIBUTION SYSTEMS

MICHAEL G. GEORGE

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 04/30/2025



This Certifies that
Michael G. George

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 02/19/2023

Certificate # 48010

Instructor: Ian S. Coleman Sr. FDOT Provider # 171

Safety Scotty's MOT Training, LLC
Phone: 813-787-3690
P.O. Box 5853
Tampa, FL
www.safetyscotty.com
motsupervisor@yahoo.com





7256 Westport Place, Suite A
West Palm Beach, Florida 33413
877-847-6747 Office 352-201-1716 Cell
Email: tjernigan@rmservicesolutions.com
<https://www.rmservicesolutions.com>

Todd Jernigan, Chief Operating Officer

R&M Service Solutions, LLC. 10/2022 – Present

Responsibilities

- Work with leadership team to create efficient measures and realistic goals that align with the intended direction of R&M Service Solutions Shareholders and the Rangeline Group
- Steer the Operations division using continuous process improvement and development of operating procedures to streamline policy and procedures
- Oversee all Operations to include Maintenance, Construction, Fleet Services, Budgeting, Accountability, Communication Planning, Customer Service, Employee Experience, Delegation, and Training

Orlando Utilities Commission 04/2019 – 09/2022

Manager Water Maintenance and Operations

- Responsible for the safe and reliable operations and maintenance of the water distribution system
- Provide direct supervision for the Water Operations and Maintenance Supervisors working within the Distribution Construction and Maintenance Department
- Respond to major system events on a 24/7 basis and provide leadership and support for crews

Qualifications

- | | | |
|--------------------------|---------------------------|------------------------------|
| • Strategic Leadership | • Maintenance Management | • Heavy Equipment |
| • Leadership Development | • Construction Management | • Blueprints |
| • Operational Support | • Goal Setting | • Infrastructure Design |
| • Project Planning | • Budgeting | • Infrastructure Maintenance |
| • Operations Management | • Accountability | • Risk Assessment |
| • Project Management | • Trouble Shooting | • Risk Aversion |
| • Business Management | | • Servant Leadership |
| • Contract Negotiation | | |

Certifications

- | | | |
|-----------------------------------|--|--|
| • FDEP Water Distribution Level 1 | • Excavation and Trenching | • FEMA Introduction to Incident Command System |
| • Class C Stormwater | • OSHA 30 and 10 | |
| • Class C Collections | • The Leadership Challenge | |
| • Utility Customer Relations 3 | • Leadership Essentials | • University of Central Florida Effective Negotiations |
| • Confined Space | • FEMA Basic Incident Command for Initial Response | |



7256 Westport Place, Suite A
West Palm Beach, Florida 33413
877-847-6747 Office 352-201-1716 Cell
Email: tjernigan@rmservicesolutions.com
<https://www.rmservicesolutions.com>

Todd Jernigan, Chief Operating Officer

Professional Affiliations

- AWWA, FWPCOA, FRWA
- Manufacturers and Associates Council
- Winner Charles Hogue Award 2021
- Co-Chair Awards Committee, Co-Chair Outdoor Events

Education

University of Phoenix – 2016

- Bachelor's Science Business/Concentration in Project Management

State of Florida
Department of Environmental Protection

ISSUED: 03/30/2023

LICENSE NO.: 0019084

THE CLASS 1 DISTRIBUTION SYSTEMS OPERATOR NAMED BELOW IS
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2025

CARSON TODD JERNIGAN

RON DESANTIS

SHAWN HAMILTON

GOVERNOR

DISPLAY IS REQUIRED BY LAW

SECRETARY



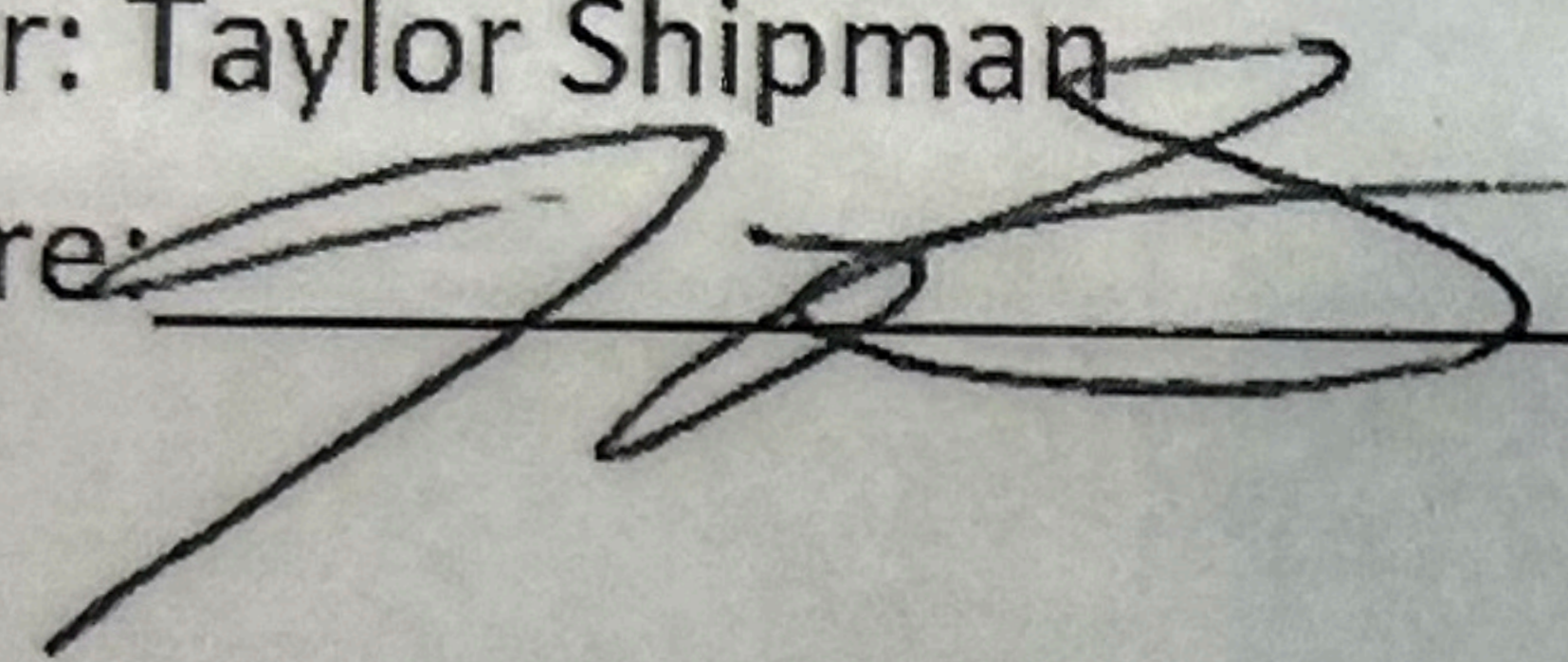
1150 Blue Mount Rd W, Suite 301, Haslet TX 76052

Trenching and Excavating Competent Person

NAME: Todd Jernigan

Date of Issue : 10-05-23

Instructor: Taylor Shipman

Signature: 



26-007447525

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

CARSON JERNIGAN

Curtis Eugene Chambers

Trainer Name

05/02/2023

Date of Issue



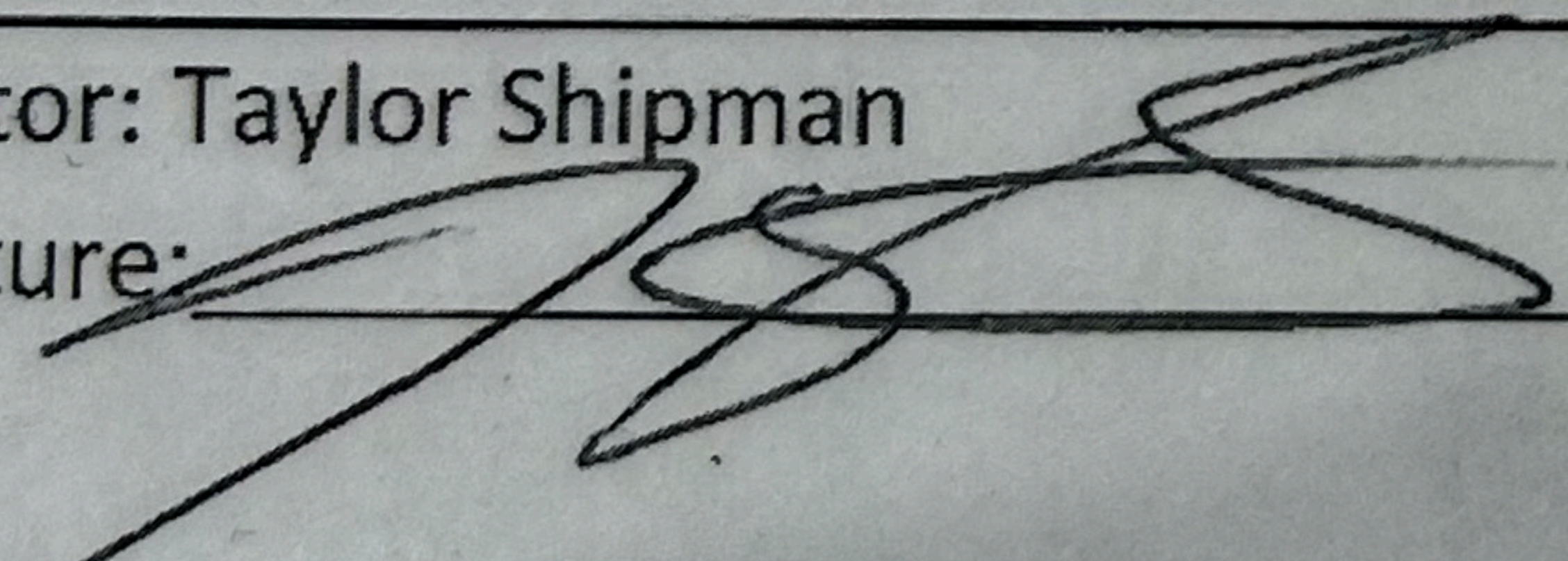
1150 Blue Mount Rd W, Suite 301, Haslet TX 76052

Confined Space - Authorized Entrant - Attendant- Entry Supervisor

NAME: Todd Jernigan

Date of Issue : 10-05-23

Instructor: Taylor Shipman

Signature: 



26-607488406

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

CARSON JERNIGAN

Jason Lane Cole

Trainer Name

10/24/2023

Date of Issue



American
Water Works
Association

Membership Card

Carson Todd Jernigan

Member #: 03181299

Expires: 09/30/2024

Type: Operations/Administrative
Section: Florida Section

State of Florida

Department of Environmental Protection

LICENSE NO.: 0019084

DATE ISSUED: 03/30/2023

CLASS 1 DISTRIBUTION SYSTEMS

CARSON TODD JERNIGAN

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 04/30/2025



7256 Westport Place, Suite A
West Palm Beach, Florida 33413
877-847-6747 Office 352-400-9757 Cell
Email: tfuller@rmservicesolutions.com
<https://www.rmservicesolutions.com>

Travis Fuller, Field Operations Supervisor

R&M Service Solutions, LLC. 04/2023 – Present

Responsibilities

- Daily verification through Samsara all Team Members have reported to their location by 7am
- Verify and submit all vehicle inspections for Fleet Services
- Coordinate repairs with fleet; verify and complete weekly truck stock forms
- Assist Team Members and Senior Management with planning daily operations
- Train Field Technicians and check daily production of hydrant and valve operations
- Visit and deliver supplies to Field Technicians; review, adjust and approve weekly time sheets

R&M Service Solutions, LLC. 02/2022 – 03/2023

Field Technician

- Perform preventative maintenance and repairs on fire hydrants, i.e., cleaning, painting, repairing, replacing, and/or lubricating nozzles, caps, operating nuts, stems, gaskets, and chains
- Perform inspection and testing of fire hydrants to ensure proper operation and itemize deficiencies
- Collect hydrant data through office and field to create permanent records for reporting and safety sheets with number, manufacturer, model, connection, year, valve opening size, depth, location
- Exercise water distribution valves manually, requiring substantial manual exertion

Advanced Fire Equipment 07/2019 – 01/2022

Technician

- Service, maintenance, and repair of pre-engineered fire suppression systems, portable fire extinguishers and exit/emergency lights according to NFPA codes and standards
- Working knowledge of industry tools, equipment, and materials to complete the tasks
- Maintain a good working relationship with City, County and Town authorities and customers

Qualifications

- Problem solving and adaptability
- Effective communication with Team Members and Senior Management
- Knowledge of tools and equipment
- Organization and planning
- Engage in continuous learning

Certifications

- FDOT Temporary Traffic Control
- FWPCOA Level 3 Water Distribution Technician
- 360 Training Confined Space Entry
- OSHA Excavation and Trenching
- OSHA 10 Construction Safety and Health
- OSHA 30 Outreach Training Program
- EMS Safety CPR and First Aid



TRAVIS FULLER

Certificate:

603936

Issued: 11/28/2022

Expires: 11/22/2026

Instructor: I. C

Has Completed a FDOT Approved Temporary Traffic Control: Intermediate Course.

Training Provider:



Safety Scotty's MOT Training, LLC

7790 Professional Place

Tampa, FL 33570

Ph: 813-787-3690

Verify this Certificate at www.motadmin.com.

Florida Water & Pollution Control Operators Association

Certifies That

Travis Fuller

Has Attended The Course Of

Water Distribution Level 3

At

Fall State Short School - Ft. Pierce

8/7/2023 - 8/11/2023



Thomas King

Committee Chair, FW&PCOA

Patrick A. Murphy

President, FW&PCOA

Contact Hours

32



CERTIFICATE OF COMPLETION

This certifies that

Travis Fuller

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction



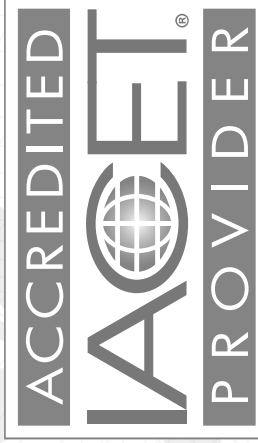
CEUs
3.0



Credit Hours
30.00



Completion Date
02/23/2023



Curtis Chambers, Trainer C 26-0110333 and G 26-0082322

"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

CPR
FIRST AID

Therius Fuller

Issue Date *11-22-22*

Expiration Date *11-22-24*

AED YES ☒ NO ☐

Adult CPR YES ☒ NO ☐

Child CPR YES ☒ NO ☐

Infant CPR YES ☒ NO ☐

First Aid YES ☒ NO ☐

EMMS
SAFETY
An HSI Company

(800) 215-9555 www.emssafety.com

in the EMS Safety course(s) specified. Training is consistent with the most current AHA ECC Guidelines, and exceeds the requirements by Federal OSHA for a workplace responder. © 2016

Access Student Portal: www.emssafety.com/login

INSTRUCTOR NAME *A J Holloway* INSTRUCTOR NUMBER *F1817*

INSTRUCTOR EMAIL *ajholloway@aol.com*

INSTRUCTOR PHONE *321-689-5992* CAD NUMBER *1453966*

(800) 215-9555 www.emssafety.com



State of Florida
Department of Environmental Protection
OPERATOR CERTIFICATION PROGRAM
2600 BLAIR STONE ROAD, M.S. 3506
TALLAHASSEE, FLORIDA 32399-2400
(850)245-7500

JESSE WILLIAM SEWELL
11820 URADCO PLACE
SUITE 103
SAN ANTONIO, FL 33576

State of Florida
Department of Environmental Protection

LICENSE NO.: 0029504 DATE ISSUED: 09/22/2023

CLASS 3 DISTRIBUTION SYSTEMS

JESSE WILLIAM SEWELL

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 04/30/2025



State of Florida
Department of Environmental Protection

ISSUED: 09/22/2023

LICENSE NO.: 0029504

THE CLASS 3 DISTRIBUTION SYSTEMS OPERATOR NAMED BELOW IS
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2025

JESSE WILLIAM SEWELL

RON DESANTIS

SHAWN HAMILTON

GOVERNOR

DISPLAY IS REQUIRED BY LAW

Page 304 of 1068

LICENSE NO.: 0020693

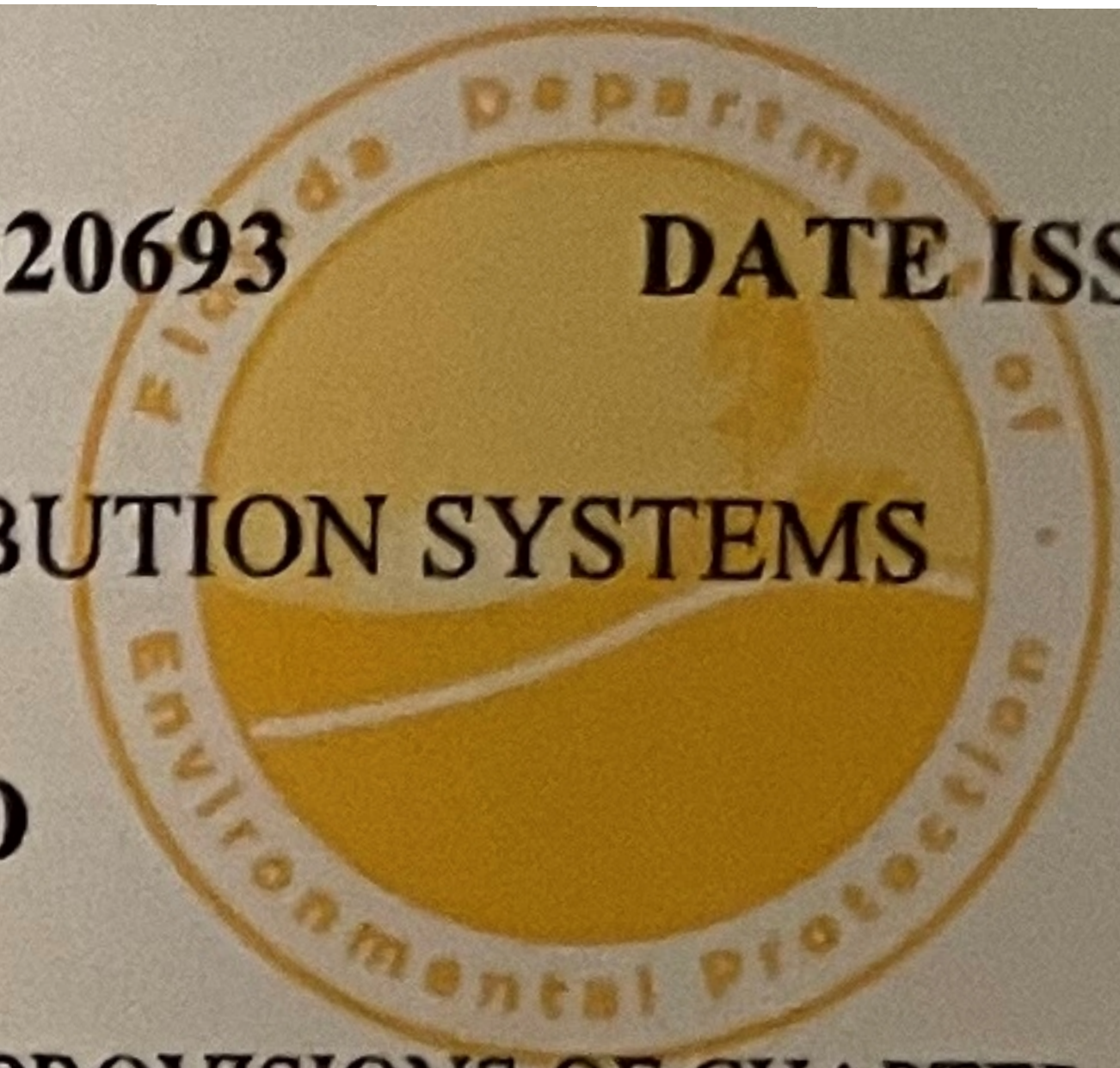
DATE ISSUED: 04/05/2023

CLASS 3 DISTRIBUTION SYSTEMS

JOHN R. DINOVO

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 04/30/2025



State of Florida
Department of Environmental Protection

ISSUED: 04/05/2023

LICENSE NO.: 0020693

THE CLASS 3 DISTRIBUTION SYSTEMS OPERATOR NAMED BELOW IS
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2025

JOHN R. DINOVO

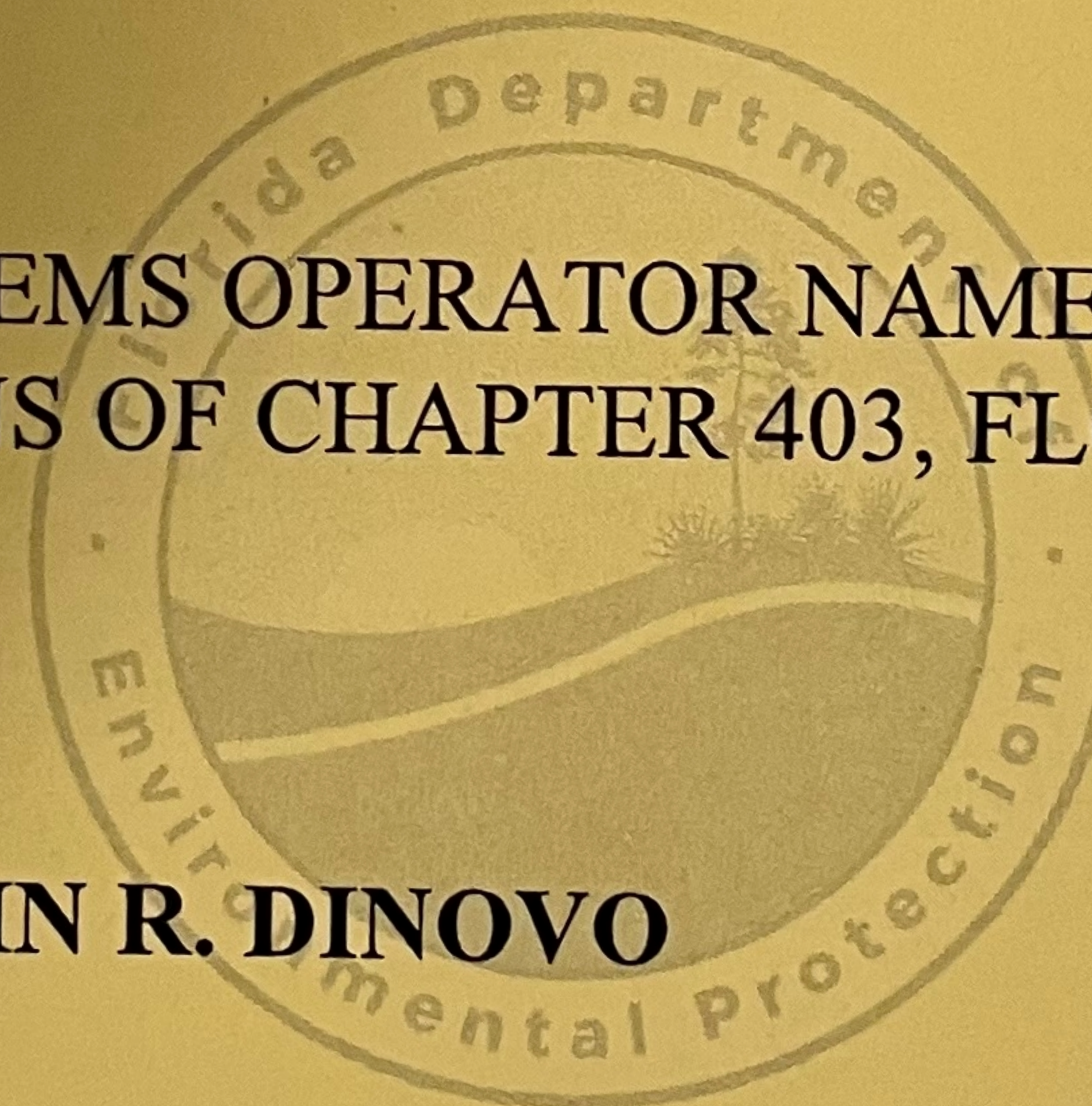
RON DESANTIS

SHAWN HAMILTON

GOVERNOR

DISPLAY IS REQUIRED BY LAW

SECRETARY





State of Florida
Department of Environmental Protection
OPERATOR CERTIFICATION PROGRAM
2600 BLAIR STONE ROAD, M.S. 3506
TALLAHASSEE, FLORIDA 32399-2400
(850)245-7500

JONATHAN ANDREW WISE
20510 LAKE LINDSEY RD
BROOKSVILLE, FL 34601

State of Florida
Department of Environmental Protection

LICENSE NO.: 0027970 DATE ISSUED: 03/08/2023
CLASS 3 DISTRIBUTION SYSTEMS
JONATHAN ANDREW WISE
IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES
VALID UNTIL: 04/30/2025

State of Florida
Department of Environmental Protection

ISSUED: 03/08/2023 LICENSE NO.: 0027970
THE CLASS 3 DISTRIBUTION SYSTEMS OPERATOR NAMED BELOW IS
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.
VALID UNTIL: 04/30/2025

JONATHAN ANDREW WISE

RON DESANTIS

SHAWN HAMILTON



JONATHAN WISE

Certificate:

617709

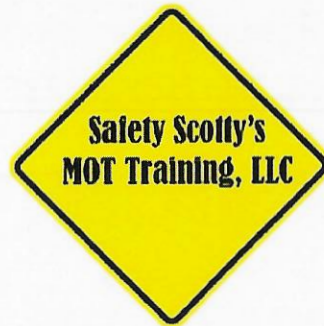
Issued: 12/05/2023

Expires: 11/22/2027

Instructor: I. C

Has Completed a FDOT Approved Temporary Traffic Control: Intermediate Course.

Training Provider:



Safety Scotty's MOT Training, LLC

7790 Professional Place

Tampa, FL 33570

Ph: 813-787-3690

Verify this Certificate at www.motadmin.com.



**This Certifies that
JOHN DINOVO**

**Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.**

Date Expires: 11/24/2024

Certificate # 67766

Instructor: Ian S. Coleman

FDOT Provider # 171

**Safety Scotty's MOT Training, LLC
Phone: 813-787-3690
2201 S US HWY 41, Lot 7
Ruskin, FL 33570
www.safetyscotty.com
motsupervisor@yahoo.com**



2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000114038

Entity Name: R&M SERVICE SOLUTIONS, LLC

Current Principal Place of Business:

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Current Mailing Address:

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413 US

FEI Number: 27-1422665

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATE CREATIONS NETWORK INC.
801 US HWY 1
NORTH PALM BEACH, FL 33408 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGING MEMBER
Name RAKOCZY, JOHN R
Address 7256 WESTPORT PLACE, SUITE A
City-State-Zip: WEST PALM BEACH FL 33413

Title MEMBER
Name GEORGE, MICHAEL
Address 7256 WESTPORT PLACE, SUITE A
City-State-Zip: WEST PALM BEACH FL 33413

Title MEMBER
Name RAKOCZY, COREY
Address 7256 WESTPORT PLACE, SUITE A
City-State-Zip: WEST PALM BEACH FL 33413

Title MEMBER
Name BENEDETTO, THOMAS
Address 7256 WESTPORT PLACE, SUITE A
City-State-Zip: WEST PALM BEACH FL 33413

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN RAKOCZY

MANAGING MEMBER, BY 03/31/2023
SAVANAH STRYDOM,
ATTORNEY-IN-FACT

Electronic Signature of Signing Authorized Person(s) Detail

Date



August 2 , 2023

R&M Service Solutions

PO Box 210155
Royal Palm Beach, FL 33421

RE: R&M Service Solutions -
Experience Modification Factors

Per your request we are providing your Experience Modification Rate (EMR) as pertains to the most recent years for Workers Compensation coverage:

Year	EMR	Policy Term
2019	1.44	9/4/2019-9/4/2020
2020	1.27	9/4/2020-9/4/2021
2021	0.98	9/4/2021-7/21/22
2022	0.98	7/21/22-9/4/2022
2022	1.12	9/4/22-7/21/23
2023	1.02	7-21-23 to 7-21-24

If anything additional is needed, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clint Rogers', is written over a horizontal line.

Clint Rogers
Agent of Record

Abacoa Town Center • 1200 University Blvd, Suite 200 • Jupiter, FL 33458
(561) 776-0660 Phone • (561) 776-0670 Fax • www.ioausa.com

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2023



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>0</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name R&M Service Solutions LLC

Street 7256 Westport Place Ste A

City West Palm Beach State Florida Zip 33413

Industry description (e.g., Manufacture of motor truck trailers)
Underground Utilities Water-Sewer

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1 6 2 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 1 1 0

Employment information

Annual average number of employees 20

Total hours worked by all employees last year 44454

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

813-788-4357 Phone

[Signature]
Title
1/11/2024
Date

U.S. Department of Labor Occupational Safety and Health Administration
690 S. Loop 336 West
Suite 400
Conroe, TX 77304



10/20/2021

R & M Service Solutions
and its successors
13168 HWY 105
Conroe, TX 77306

Dear Employer:

Enclosed you will find citations for violations of the Occupational Safety and Health Act of 1970 (the Act) which may have accompanying proposed penalties. Also enclosed is a booklet entitled, "Employer Rights and Responsibilities Following an OSHA Inspection", (OSHA 3000-04R) revised 2018, which explains your rights and responsibilities under the Act. If you have any questions about the enclosed citations and penalties, I would welcome further discussions in person or by telephone. Please contact me at (936) 760-3800.

You will note on page 6 of the booklet that, for violations which you do not contest, you must (1) notify this office promptly by letter that you have taken appropriate corrective action within the time set forth on the citation; and (2) pay any penalties assessed. Please inform me of the abatement steps you have taken and of their dates together with adequate supporting documentation; e.g., drawings or photographs of corrected conditions, purchase/work orders related to abatement actions, air sampling results. This information will allow us to close the case.

As indicated on page 3 of the booklet, you may request an informal conference with me during the 15-working-day notice of contest period. During such an informal conference you may present any evidence or views which you believe would support an adjustment to the citation or the penalty.

If you are considering a request for an informal conference to discuss any issues related to this Citation and Notification of Penalty, you must take care to schedule it early enough to allow time to contest after the informal conference, should you decide to do so. Please keep in mind that a written letter of intent to contest must be submitted to the Area Director within 15 working days of your receipt of the citation. The running of this contest period is not interrupted by an informal conference.

If you decide to request an informal conference, please complete the attached notice at the bottom of this letter and post it next to the Citations as soon as the time, date and the place of the informal conference have been determined. Be sure to bring to the conference with you any and all supporting documentation of existing conditions as well as of any abatement steps taken thus far. If conditions warrant, we can enter into an informal settlement agreement which amicably resolves this matter without litigation or contest.

You should be aware that OSHA publishes information on its inspection and citation activity on the Internet under the provisions of Electronic Freedom of Information Act. The information related to these alleged violations will be posted when our system indicates that you have received this citation. You are encouraged to review the information concerning your establishment at www.osha.gov. If you have any dispute with the accuracy of the information displayed, please contact this office.

Sincerely,

A handwritten signature in black ink, reading "Joann J. Figueroa". The signature is fluid and cursive, with the first name "Joann" and last name "Figueroa" clearly distinguishable.

Joann J. Figueroa
Area Director

Enclosures

U.S. Department of Labor Occupational Safety and Health Administration
690 S. Loop 336 West
Suite 400
Conroe, TX 77304



10/20/2021

R & M Service Solutions
and its successors
13168 HWY 105
Conroe, TX 77306

Dear Employer,

The recent inspection of your workplace revealed no instances of Repeated, Willful, or Failure-To-Abate violations, nor were there a significant number of High Gravity Serious violations. Additionally, the compliance officer has reported that you have a good understanding of the actions necessary to correct the violations cited, and that you are willing to make those corrections by the date(s) specified in the attached citation. These factors, along with the good faith you have exhibited, make your firm eligible for an Expedited Informal Settlement Agreement (EISA). Under this program, an employer and OSHA can enter into an Informal Settlement Agreement without going through the formal procedure of meeting in the Area Office. However, if you decide to enter into the EISA, you should be aware that you relinquish your right to contest the citations and penalties of this inspection.

The EISA can be used only where the sole issue of dispute is the dollar amount of proposed penalties. If you wish to discuss, change, or object to any other aspect of the inspection or citations -- including abatement dates, validity of violations, classification of violations -- then the EISA cannot be used. Under those circumstances, you may request an Informal Conference with me and/or exercise your contest rights as explained elsewhere.

You should carefully read the enclosed EISA to determine whether the terms of the agreement are acceptable to you. Key elements of the agreement call for OSHA to agree to a 40 percent reduction in the total penalty amount proposed; for the Employer to correct the violations by the abatement date(s) set forth in the citation(s); for the Employer to provide evidence of corrective actions taken and to provide written certification that all items have been abated at the time of final abatement. (The Certification Correction Action Worksheet is attached to the Citation and Notification of Penalty.) Please note that failure to comply with any of the terms set forth in the agreement will cause the penalty to revert to the initially proposed amount.

The signed agreement and a check for the full amount of the reduced penalty must be delivered to the Area Office prior to the expiration of the 15-working day contest period. If mailed, the letter must be postmarked no later than the day that the 15-working day contest period ends.

If you have any questions regarding the EISA, please contact this office at (936) 763-3800.

Sincerely,

A handwritten signature in black ink that reads "Joann J. Figueroa". The signature is fluid and cursive.

Joann J. Figueroa
Area Director

IN THE MATTER OF: R & M Service Solutions
OSHA INSPECTION # 1552381
ISSUED: 10/20/2021

EXPEDITED INFORMAL SETTLEMENT AGREEMENT

The undersigned EMPLOYER and the undersigned Occupational Safety and Health Administration, (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on , hereby agree as follows:

1. The EMPLOYER agrees to correct the violations as cited in the above referenced citations.
2. The EMPLOYER agrees to provide evidence of the actions taken to correct the cited violations.
3. Upon correction of all violations, the EMPLOYER agrees to provide written certification to the Area Director that all of the violations have been corrected. The EMPLOYER agrees to post a copy of the written certification for a period of three days in the place the citations were posted as described in paragraph 6 of this AGREEMENT.
4. OSHA agrees that the total penalty is amended to \$2,457.60. Failure of the EMPLOYER to comply with the terms of this AGREEMENT shall cause the penalty to revert to the initially proposed penalty of \$4,096.00.
5. In consideration of the foregoing amendments and/or modifications to the citations, the EMPLOYER hereby waives its right to contest said citations pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the EMPLOYER that the citations as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.
6. The EMPLOYER agrees to immediately post a copy of this Settlement Agreement in the same manner and place as the Citations (Citations are required by law to be posted in a prominent place at or near the location of the violations). Citations must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays, whichever is longer.)
7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

Company Official and Title

Joann J. Figueroa
Area Director

Date Signed

Date Signed

NOTICE TO EMPLOYEES

The law gives you and your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest of the abatement dates of the citations referred to in paragraph 1 of this Settlement Agreement must be mailed to the address below within 15 working days (excluding weekends and Federal Holidays) of the receipt by the Employer of the original citations:

U.S. Department of Labor
Occupational Safety and Health Administration
690 S. Loop 336 West, Suite 400
Conroe, TX 77304
(936) 760-3800 (936) 760-3327

U.S. Department of Labor

Occupational Safety and Health Administration
690 S. Loop 336 West
Suite 400
Conroe, TX 77304



Citation and Notification of Penalty

To:
R & M Service Solutions
and its successors
13168 HWY 105
Conroe, TX 77306

Inspection Number: 1552381
Inspection Date(s): 09/09/2021 - 09/09/2021
Issuance Date: 10/20/2021

Inspection Site:
12165 Hwy 75
Willis, TX 77378

The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

This Citation and Notification of Penalty (this Citation) describes violations of the Occupational Safety and Health Act of 1970. The penalty(ies) listed herein is (are) based on these violations. You must abate the violations referred to in this Citation by the dates listed and pay the penalties proposed, unless within 15 working days (excluding weekends and Federal holidays) from your receipt of this Citation and Notification of Penalty **you either call to schedule an informal conference (see paragraph below) or you mail a notice of contest** to the U.S. Department of Labor Area Office at the address shown above. Please refer to the enclosed booklet (OSHA 3000) which outlines your rights and responsibilities and which should be read in conjunction with this form. Issuance of this Citation does not constitute a finding that a violation of the Act has occurred unless there is a failure to contest as provided for in the Act or, if contested, unless this Citation is affirmed by the Review Commission or a court.

Posting - The law requires that a copy of this Citation and Notification of Penalty be posted immediately in a prominent place at or near the location of the violation(s) cited herein, or, if it is not practicable because of the nature of the employer's operations, where it will be readily observable by all affected employees. This Citation must remain posted until the violation(s) cited herein has (have) been abated, or for 3 working days (excluding weekends and Federal holidays), whichever is longer.

Informal Conference - An informal conference is not required. However, if you wish to have such a conference you may request one with the Area Director during the 15 working day contest period by calling (936) 760-3800. During such an informal conference, you may present any evidence or views which you believe would support an adjustment to the citation(s) and/or penalty(ies).

If you are considering a request for an informal conference to discuss any issues related to this Citation and Notification of Penalty, you must take care to schedule it early enough to allow time to contest after the informal conference, should you decide to do so. Please keep in mind that a written letter of intent to contest must be submitted to the Area Director within 15 working days of your receipt of this Citation. The running of this contest period is not interrupted by an informal conference.

If you decide to request an informal conference, please complete, remove and post the Notice to Employees next to this Citation and Notification of Penalty as soon as the time, date, and place of the informal conference have been determined. Be sure to bring to the conference any and all supporting documentation of existing conditions as well as any abatement steps taken thus far. If conditions warrant, we can enter into an informal settlement agreement which amicably resolves this matter without litigation or contest.

Right to Contest – You have the right to contest this Citation and Notification of Penalty. You may contest all citation items or only individual items. You may also contest proposed penalties and/or abatement dates without contesting the underlying violations. **Unless you inform the Area Director in writing that you intend to contest the citation(s) and/or proposed penalty(ies) within 15 working days after receipt, the citation(s) and the proposed penalty(ies) will become a final order of the Occupational Safety and Health Review Commission and may not be reviewed by any court or agency.**

Penalty Payment – Penalties are due within 15 working days of receipt of this notification unless contested. (See the enclosed booklet and the additional information provided related to the Debt Collection Act of 1982.) Make your check or money order payable to “DOL-OSHA”. Please indicate the Inspection Number on the remittance. You can also make your payment electronically at www.pay.gov. At the top of the pay.gov homepage, type "OSHA" in the Search field and select Search. From **OSHA Penalty Payment: Form** search result, select Continue. The direct link is:

<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=53090334>

You will be required to enter your inspection number when making the payment. Payments can be made by credit card or Automated Clearing House (ACH) using your banking information. Payments of \$25,000 or more require a Transaction ID, and also must be paid using ACH. If you require a Transaction ID, please contact the OSHA Debt Collection Team at (202) 693-2170.

OSHA does not agree to any restrictions or conditions or endorsements put on any check, money order, or electronic payment for less than the full amount due, and will process the payments as if these restrictions or conditions do not exist.

Notification of Corrective Action – For each violation which you do not contest, you must provide **abatement certification** to the Area Director of the OSHA office issuing the citation and identified above. This abatement certification is to be provided by letter within 10 calendar days after each abatement date. Abatement certification includes the date and method of abatement. If the citation indicates that the violation was corrected during the inspection, no abatement certification is required for that item. The abatement certification letter must be posted at the location where the violation appeared and the corrective action took place or employees must otherwise be effectively informed about abatement activities. A sample abatement certification letter is enclosed with this Citation. In addition, where the citation indicates that **abatement documentation** is necessary, evidence of the purchase or repair of equipment, photographs or video, receipts, training records, etc., verifying that abatement has occurred is required to be provided to the Area Director.

Employer Discrimination Unlawful – The law prohibits discrimination by an employer against an

employee for filing a complaint or for exercising any rights under this Act. An employee who believes that he/she has been discriminated against may file a complaint no later than 30 days after the discrimination occurred with the U.S. Department of Labor Area Office at the address shown above.

Employer Rights and Responsibilities – The enclosed booklet (OSHA 3000) outlines additional employer rights and responsibilities and should be read in conjunction with this notification.

Notice to Employees – The law gives an employee or his/her representative the opportunity to object to any abatement date set for a violation if he/she believes the date to be unreasonable. The contest must be mailed to the U.S. Department of Labor Area Office at the address shown above and postmarked within 15 working days (excluding weekends and Federal holidays) of the receipt by the employer of this Citation and Notification of Penalty.

Inspection Activity Data – You should be aware that OSHA publishes information on its inspection and citation activity on the Internet under the provisions of the Electronic Freedom of Information Act. The information related to these alleged violations will be posted when our system indicates that you have received this citation. You are encouraged to review the information concerning your establishment at www.osha.gov. If you have any dispute with the accuracy of the information displayed, please contact this office.



NOTICE TO EMPLOYEES OF INFORMAL CONFERENCE

An informal conference has been scheduled with OSHA to discuss the citation(s) issued on 10/20/2021. The conference will be held by telephone or at the OSHA office located at 690 S. Loop 336 West, Suite 400, Conroe, TX 77304 on _____ at _____.

Employees and/or representatives of employees have a right to attend an informal conference.

CERTIFICATION OF CORRECTIVE ACTION WORKSHEET

Inspection Number: 1552381

Company Name: R & M Service Solutions
Inspection Site: 12165 Hwy 75, Willis, TX 77378
Issuance Date: 10/20/2021

List the specific method of correction for each item on this citation in this package that does not read "Corrected During Inspection" and return to: **U.S. Department of Labor – Occupational Safety and Health Administration, 690 S. Loop 336 West, Suite 400, Conroe, TX 77304.**

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

I certify that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement.

Signature

Date

Typed or Printed Name

Title

NOTE: 29 USC 666(g) whoever knowingly makes any false statements, representation or certification in any application, record, plan or other documents filed or required to be maintained pursuant to the Act shall, upon conviction, be punished by a fine of not more than \$10,000 or by imprisonment of not more than 6 months or both.

POSTING: A copy of completed Corrective Action Worksheet should be posted for employee review

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1552381
Inspection Date(s): 09/09/2021 - 09/09/2021
Issuance Date: 10/20/2021



Citation and Notification of Penalty

Company Name: R & M Service Solutions
Inspection Site: 12165 Hwy 75, Willis, TX 77378

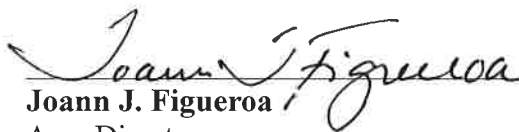
Citation 1 Item 1 Type of Violation: **Serious**

29 CFR 1926.652(a)(1): Each employee in an excavation was not protected from cave-ins by an adequate protective system designed in accordance with 29 CFR 1926.652 paragraph (b) or (c):

On or about September 9, 2021, at a construction site in Willis, TX, employees working in an excavation were exposed to struck-by and crushed-by hazards while tying into a water line without adequate protection from cave-ins.

Date By Which Violation Must be Abated:
Proposed Penalty:

Corrected During Inspection
\$4,096.00


Joann J. Figueroa
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

U.S. Department of Labor
Occupational Safety and Health Administration
690 S. Loop 336 West
Suite 400
Conroe, TX 77304



INVOICE / DEBT COLLECTION NOTICE

Company Name: R & M Service Solutions
Inspection Site: 12165 Hwy 75, Willis, TX 77378
Issuance Date: 10/20/2021

Summary of Penalties for Inspection Number: 1552381

Citation 1 Item 1, Serious	\$4,096.00
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TOTAL PROPOSED PENALTIES:	\$4,096.00
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To avoid additional charges, please remit payment promptly to this Area Office for the total amount of the uncontested penalties summarized above. Make your check or money order payable to: "DOL-OSHA". Please indicate OSHA's Inspection Number (indicated above) on the remittance. You can also make your payment electronically at www.pay.gov. At the top of the pay.gov homepage, type "OSHA" in the Search field and select Search. From the **OSHA Penalty Payment Form** search result, select Continue. The direct link is: <https://www.pay.gov/paygov/forms/formIns-ance.html?agencyFormId=53090334>. You will be required to enter your inspection number when making the payment. Payments can be made by credit card or Automated Clearing House (ACH) using your banking information. Payments of \$25,000 or more require a Transaction ID, and also must be paid using ACH. If you require a Transaction ID, please contact the OSHA Debt Collection Team at (202) 693-2170.

OSHA does not agree to any restrictions or conditions or endorsements put on any check, money order, or electronic payment for less than the full amount due, and will cash the check or money order as if these restrictions or conditions do not exist.

If a personal check is issued, it will be converted into an electronic fund transfer (EFT). This means that our bank will copy your check and use the account information on it to electronically debit your account for the amount of the check. The debit from your account will then usually occur within 24 hours and will be shown on your regular account statement. You will not receive your original check back. The bank will destroy your original check, but will keep a copy of it. If the EFT cannot be completed because of insufficient funds or closed account, the bank will attempt to make the transfer up to two times.

Pursuant to the Debt Collection Act of 1982 (Public Law 97-365) and regulations of the U.S. Department of Labor (29 CFR Part 20), the Occupational Safety and Health Administration is required to assess interest,

delinquent charges, and administrative costs for the collection of delinquent penalty debts for violations of the Occupational Safety and Health Act.

Interest: Interest charges will be assessed at an annual rate determined by the Secretary of the Treasury on all penalty debt amounts not paid within one month (30 calendar days) of the date on which the debt amount becomes due and payable (penalty due date). The current interest rate is one percent (1%). Interest will accrue from the date on which the penalty amounts (as proposed or adjusted) become a final order of the Occupational Safety and Health Review Commission (that is, 15 working days from your receipt of the Citation and Notification of Penalty), unless you file a notice of contest. Interest charges will be waived if the full amount owed is paid within 30 calendar days of the final order.

Delinquent Charges: A debt is considered delinquent if it has not been paid within one month (30 calendar days) of the penalty due date or if a satisfactory payment arrangement has not been made. If the debt remains delinquent for more than 90 calendar days, a delinquent charge of six percent (6%) per annum will be assessed accruing from the date that the debt became delinquent.

Administrative Costs: Agencies of the Department of Labor are required to assess additional charges for the recovery of delinquent debts. These additional charges are administrative costs incurred by the Agency in its attempt to collect an unpaid debt. Administrative costs will be assessed for demand letters sent in an attempt to collect the unpaid debt.


Joann J. Figueroa

Area Director


Date

Safety Data Sheet



1. Identification

Product Name:	ENAMEL 1-GL 2PK GLOSS FIRE HYDRANT RED	Revision Date:	11/13/2020
Product Identifier:	1210402	Supersedes Date:	2/27/2020
Recommended Use:	Topcoat/Alkyd		
Supplier:	Rust-Oleum Corporation 11 Hawthorn Parkway Vernon Hills, IL 60061 USA	Manufacturer:	Rust-Oleum Corporation 11 Hawthorn Parkway Vernon Hills, IL 60061 USA
	Rust-Oleum Canada (ROCA) 200 Confederation Parkway Concord, ON L4K 4T8 Canada Emergency Phone: 800-387-3625		
Preparer:	Regulatory Department		
Emergency Telephone:	24 Hour Hotline: 847-367-7700		

2. Hazards Identification

Classification

Symbol(s) of Product



Signal Word

Danger

GHS HAZARD STATEMENTS

Flammable Liquid, category 3	H226	Flammable liquid and vapor.
Germ Cell Mutagenicity, category 1B	H340	May cause genetic defects.
Carcinogenicity, category 1B	H350	May cause cancer.
Skin Sensitizer, category 1	H317	May cause an allergic skin reaction.

GHS LABEL PRECAUTIONARY STATEMENTS

P210	Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. NO SMOKING.
P233	Keep container tightly closed.
P280	Wear protective gloves/protective clothing/eye protection/face protection.
P303+P361+P353	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
P370+P378	In case of fire: Use alcohol film forming foam, carbon dioxide, dry chemical, dry sand to extinguish.
P403+P235	Store in a well-ventilated place. Keep cool.
P501	Dispose of contents/container in accordance with local, regional and national regulations.

P201	Obtain special instructions before use.
P308+P313	IF exposed or concerned: Get medical advice/attention.
P405	Store locked up.
P261	Avoid breathing dust/fume/gas/mist/vapors/spray.
P272	Contaminated work clothing should not be allowed out of the workplace.
P302+P352	IF ON SKIN: Wash with plenty of soap and water.
P333+P313	If skin irritation or rash occurs: Get medical advice/attention.
P321	For specific treatment see label.

GHS SDS PRECAUTIONARY STATEMENTS

P240	Ground/bond container and receiving equipment.
P241	Use explosion-proof electrical/ventilating/lighting/equipment.
P242	Use only non-sparking tools.
P243	Take precautionary measures against static discharge.
P363	Wash contaminated clothing before reuse.

3. Composition / Information on Ingredients**HAZARDOUS SUBSTANCES**

<u>Chemical Name</u>	<u>CAS-No.</u>	<u>Wt. %</u>	<u>GHS Symbols</u>	<u>GHS Statements</u>
Hydrotreated Light Distillate	64742-47-8	46	GHS08	H304
Methyl Ethyl Ketoxime	96-29-7	0.3	GHS05-GHS06	H302-312-317-318-331
Naphtha, Hydrotreated Heavy	64742-48-9	0.2	GHS08	H304-340-350
Ethylbenzene	100-41-4	0.2	GHS02-GHS07-GHS08	H225-304-332-351-373
Soy Lecithin	8030-76-0	0.2	Not Available	Not Available
Cobalt 2-Ethylhexanoate	136-52-7	0.1	Not Available	Not Available

4. First-Aid Measures

FIRST AID - EYE CONTACT: Immediately flush eyes with plenty of water for at least 15 minutes holding eyelids open. Get medical attention. Do NOT allow rubbing of eyes or keeping eyes closed.

FIRST AID - SKIN CONTACT: Wash skin with soap and water. Remove contaminated clothing. Get medical attention if irritation develops or persists.

FIRST AID - INHALATION: Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get immediate medical attention. Do NOT use mouth-to-mouth resuscitation. If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately.

FIRST AID - INGESTION: Aspiration hazard: Do not induce vomiting or give anything by mouth because this material can enter the lungs and cause severe lung damage. Get immediate medical attention. If swallowed, get medical attention.

5. Fire-Fighting Measures

EXTINGUISHING MEDIA: Dry Chemical, Dry Sand, Water Fog

UNUSUAL FIRE AND EXPLOSION HAZARDS: Thermal decomposition produces acrolein, carbon monoxide, carbon dioxide, nitrogen oxides, and oxides of phosphorous. Keep containers tightly closed. No unusual fire or explosion hazards noted. Closed containers may explode when exposed to extreme heat due to buildup of steam. Isolate from heat, electrical equipment, sparks and open flame.

SPECIAL FIREFIGHTING PROCEDURES: Water may be used to cool closed containers to prevent pressure buildup and possible autoignition or explosion. Evacuate area and fight fire from a safe distance. Use water spray to keep fire-exposed containers cool. Containers may explode when heated.

Special Fire and Explosion Hazard (Combustible Dust): No Information

6. Accidental Release Measures

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED: Contain spilled liquid with sand or earth. DO NOT use combustible materials such as sawdust. Dispose of according to local, state (provincial) and federal regulations. Do not incinerate closed containers. Remove all sources of ignition, ventilate area and remove with inert absorbent and non-sparking tools. Ventilate area, isolate spilled material, and remove with inert absorbent. Dispose of contaminated absorbent, container, and unused contents in accordance with local, state, and federal regulations.

7. Handling and Storage

HANDLING: Wash thoroughly after handling. Wash hands before eating. Follow all SDS and label precautions even after container is emptied because it may retain product residues. Avoid breathing fumes, vapors, or mist. Avoid contact with eyes. Remove contaminated clothing and launder before reuse. Use only with adequate ventilation. Avoid contact with eyes, skin and clothing.

STORAGE: Keep containers tightly closed. Isolate from heat, electrical equipment, sparks and open flame. Keep away from heat, sparks, flame and sources of ignition. Keep container closed when not in use. Product should be stored in tightly sealed containers and protected from heat, moisture, and foreign materials. Store in a dry, well ventilated place. Keep container tightly closed when not in use. Avoid excess heat. Do not store above 120 ° F. Store large quantities in buildings designed and protected for storage of NFPA Class II combustible liquids.

Advice on Safe Handling of Combustible Dust: No Information

8. Exposure Controls / Personal Protection

Chemical Name	CAS-No.	Weight % Less Than	ACGIH TLV- TWA	ACGIH TLV- STEL	OSHA PEL-TWA	OSHA PEL- CEILING
Hydrotreated Light Distillate	64742-47-8	50.0	N.E.	N.E.	N.E.	N.E.
Methyl Ethyl Ketoxime	96-29-7	1.0	10 ppm	N.E.	N.E.	N.E.
Naphtha, Hydrotreated Heavy	64742-48-9	1.0	N.E.	N.E.	N.E.	N.E.
Ethylbenzene	100-41-4	1.0	20 ppm	N.E.	100 ppm	N.E.
Soy Lecithin	8030-76-0	1.0	N.E.	N.E.	N.E.	N.E.
Cobalt 2-Ethylhexanoate	136-52-7	1.0	N.E.	N.E.	N.E.	N.E.

PERSONAL PROTECTION

ENGINEERING CONTROLS: Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Prevent build-up of vapors by opening all doors and windows to achieve cross-ventilation.

RESPIRATORY PROTECTION: A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 requirements must be followed whenever workplace conditions warrant a respirator's use. A NIOSH/MSHA approved air purifying respirator with an organic vapor cartridge or canister may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits.

Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or in any other circumstances where air purifying respirators may not provide adequate protection.

SKIN PROTECTION: Use impervious gloves to prevent skin contact and absorption of this material through the skin.

EYE PROTECTION: Use safety eyewear designed to protect against splash of liquids.

OTHER PROTECTIVE EQUIPMENT: Refer to safety supervisor or industrial hygienist for further information regarding personal protective equipment and its application. Refer to safety supervisor or industrial hygienist for further guidance regarding types of personal protective equipment and their applications.

HYGIENIC PRACTICES: Wash thoroughly with soap and water before eating, drinking or smoking. Remove contaminated clothing immediately and launder before reuse.

Engineering Measures for Combustible Dust: No Information

9. Physical and Chemical Properties

Appearance:	Liquid	Physical State:	Liquid
Odor:	Solvent Like	Odor Threshold:	N.E.
Specific Gravity:	0.925	pH:	N.A.
Freeze Point, °C:	N.D.	Viscosity:	N.D.
Solubility in Water:	Slight	Partition Coefficient, n-octanol/ water:	N.D.
Decomposition Temp., °C:	N.D.	Explosive Limits, vol%:	0.5 - 6.6
Boiling Range, °C:	136 - 537	Flash Point, °C:	37
Flammability:	Supports Combustion	Auto-Ignition Temp., °C:	N.D.
Evaporation Rate:	Slower than Ether	Vapor Pressure:	N.D.
Vapor Density:	Heavier than Air		

(See "Other information" Section for abbreviation legend)

10. Stability and Reactivity

Conditions to Avoid: Avoid all possible sources of ignition. Avoid temperatures above 120°F (49°C).

Incompatibility: Incompatible with strong oxidizing agents, strong acids and strong alkalis.

Hazardous Decomposition: By open flame, carbon monoxide and carbon dioxide. When heated to decomposition, it emits acrid smoke and irritating fumes. Contains solvents which may form carbon monoxide, carbon dioxide, and formaldehyde.

Hazardous Polymerization: Will not occur under normal conditions.

Stability: This product is stable under normal storage conditions.

11. Toxicological Information

EFFECTS OF OVEREXPOSURE - EYE CONTACT: Causes Serious Eye Irritation

EFFECTS OF OVEREXPOSURE - SKIN CONTACT: May cause skin irritation. Causes skin irritation. Allergic reactions are possible.

EFFECTS OF OVEREXPOSURE - INHALATION: Harmful if inhaled. May cause headaches and dizziness. High vapor concentrations are irritating to the eyes, nose, throat and lungs. High gas, vapor, mist or dust concentrations may be harmful if inhaled. Avoid breathing fumes, spray, vapors, or mist. Prolonged or excessive inhalation may cause respiratory tract irritation.

EFFECTS OF OVEREXPOSURE - INGESTION: Aspiration hazard if swallowed; can enter lungs and cause damage. Harmful if swallowed.

EFFECTS OF OVEREXPOSURE - CHRONIC HAZARDS: IARC lists Ethylbenzene as a possible human carcinogen (group 2B). Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. High concentrations may lead to central nervous system effects (drowsiness, dizziness, nausea, headaches, paralysis, and blurred vision) and/or damage.

PRIMARY ROUTE(S) OF ENTRY: Eye Contact, Ingestion, Inhalation, Skin Absorption, Skin Contact

ACUTE TOXICITY VALUES

The acute effects of this product have not been tested. Data on individual components are tabulated below:

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>Oral LD50</u>	<u>Dermal LD50</u>	<u>Vapor LC50</u>
64742-47-8	Hydrotreated Light Distillate	>5000 mg/kg Rat	>2000 mg/kg Rabbit	>5000 mg/L Rat
96-29-7	Methyl Ethyl Ketoxime	930 mg/kg Rat	1100 mg/kg Rabbit	>4.83 mg/L Rat
64742-48-9	Naphtha, Hydrotreated Heavy	>6000 mg/kg Rat	>3160 mg/kg Rabbit	N.E.
100-41-4	Ethylbenzene	3500 mg/kg Rat	15400 mg/kg Rabbit	17.4 mg/L Rat
136-52-7	Cobalt 2-Ethylhexanoate	N.E.	>5000 mg/kg Rabbit	N.E.

N.E. - Not Established

12. Ecological Information

ECOLOGICAL INFORMATION: Product is a mixture of listed components. Product is a mixture of listed components.

13. Disposal Information

DISPOSAL INFORMATION: Dispose of material in accordance to local, state, and federal regulations and ordinances. Do not incinerate closed containers.

14. Transport Information

	<u>Domestic (USDOT)</u>	<u>International (IMDG)</u>	<u>Air (IATA)</u>	<u>TDG (Canada)</u>
UN Number:	N.A.	1263	1263	N.A.
Proper Shipping Name:	Paint Products in Limited Quantities	Paint	Paint	Paint Products in Limited Quantities
Hazard Class:	N.A.	3	3	N.A.
Packing Group:	N.A.	III	III	N.A.
Limited Quantity:	Yes	Yes	Yes	Yes

15. Regulatory Information

U.S. Federal Regulations:

CERCLA - SARA Hazard Category

This product has been reviewed according to the EPA 'Hazard Categories' promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Flammable (gases, aerosols, liquids, or solids), Carcinogenicity, Respiratory or Skin Sensitization, Germ cell mutagenicity

SARA Section 313

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

<u>Chemical Name</u>	<u>CAS-No.</u>
Ethylbenzene	100-41-4
Cobalt 2-Ethylhexanoate	136-52-7

Toxic Substances Control Act

This product contains the following chemical substances subject to the reporting requirements of TSCA 12(b) if exported from the United States:

No TSCA 12(b) components exist in this product.

U.S. State Regulations:

California Proposition 65

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

16. Other Information**HMIS RATINGS**

Health: 2* Flammability: 2 Physical Hazard: 0 Personal Protection: X

NFPA RATINGS

Health: 2 Flammability: 2 Instability: 0

Volatile Organic Compounds: 450 g/L

SDS REVISION DATE: 11/13/2020

REASON FOR REVISION: Product Composition Changed
Substance Hazardous Flag Changed
Substance Chemical Name Changed
Revision Statement(s) Changed

Legend: N.A. - Not Applicable, N.D. - Not Determined, N.E. - Not Established

The manufacturer believes, to the best of its knowledge, information and belief, the information contained herein to be accurate and reliable as of the date of this safety data sheet. However, because the conditions of handling, use, and storage of these materials are beyond our control, we assume no responsibility or liability for personal injury or property damage incurred by the use of these materials. The manufacturer makes no warranty, expressed or implied, regarding the accuracy or reliability of the data or results obtained from their use. All materials may present unknown hazards and should be used with caution. The information and recommendations in this material safety data sheet are offered for the users' consideration and examination. It is the responsibility of the user to determine the final suitability of this information and to comply with all applicable international, federal, state, and local laws and regulations.



PURCHASE ORDER

No: 21-00920

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

BILL TO:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228
(941)316-1999

VENDOR: 20451

R&M SERVICE SOLUTIONS LLC
7256 WESTPORT PLACE
WEST PALM BEACH FL 33413

SHIP TO: PUBLIC WORKS

600 GENERAL HARRIS ST
LONGBOAT KEY, FL 34228

BUSINESS PHONE: (877) 847-6747

ORDER DATE: 03/31/2021

FREIGHT TERMS: None

SOLICITATION NO:

DELIVERY DATE:

CONFIRM TO:

DEPARTMENT:

UTILITIES

ALL ITEMS MUST BE DELIVERED INSIDE THE BUILDING TO OUR SPECIFIED LOCATION**Contract No.:****Instructions:****Start Date:****Expiration Date:****Phone No.:** (877) 847-6747**Email:**

Line	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price
1		FIRE HYDRANT INSPECTION AND MAINTENANCE	1.00	EA	58,000.00	58,000.00
					Total Order:	\$58,000.00

This Purchase Order is issued subject to the terms and conditions presented on www.longboatkey.org/purchasing, unless otherwise noted above.

PURCHASING AUTHORIZATION:



PURCHASE ORDER

No: 22-00998

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

BILL TO:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228
(941)316-1999

VENDOR: 20451

R&M SERVICE SOLUTIONS LLC
7256 WESTPORT PLACE
WEST PALM BEACH FL 33413

SHIP TO: PUBLIC WORKS

600 GENERAL HARRIS ST
LONGBOAT KEY, FL 34228

BUSINESS PHONE: (877) 847-6747

ORDER DATE: 10/05/2021

FREIGHT TERMS: None

SOLICITATION NO:

DELIVERY DATE:

CONFIRM TO:

DEPARTMENT:

UTILITIES

ALL ITEMS MUST BE DELIVERED INSIDE THE BUILDING TO OUR SPECIFIED LOCATION**Contract No.:****Instructions:****Start Date:****Expiration Date:****Phone No.:** (877) 847-6747**Email:**

Line	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price
1		FIRE HYDRANT INSPECTION AND MAINTENANCE	1.00	EA	58,000.00	58,000.00

Total Order: \$58,000.00

This Purchase Order is issued subject to the terms and conditions presented on www.longboatkey.org/purchasing, unless otherwise noted above.

PURCHASING AUTHORIZATION:



PURCHASE ORDER

No: 23-01310

FLORIDA SALES TAX EXEMPTION NO. 85-8012646331C-7

BILL TO:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228
(941)316-1999

VENDOR: 20451

R&M SERVICE SOLUTIONS LLC
7256 WESTPORT PLACE
WEST PALM BEACH FL 33413

SHIP TO: PUBLIC WORKS

600 GENERAL HARRIS ST
LONGBOAT KEY, FL 34228

BUSINESS PHONE: (877) 847-6747

ORDER DATE: 04/19/2023

FREIGHT TERMS: None

SOLICITATION NO:

DELIVERY DATE:

CONFIRM TO:

DEPARTMENT:

UTILITIES

ALL ITEMS MUST BE DELIVERED INSIDE THE BUILDING TO OUR SPECIFIED LOCATION**Contract No.:****Instructions:****Start Date:****Expiration Date:****Phone No.:** (877) 847-6747**Email:**

Line	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price
1		FIRE HYDRANT INSPECTION AND MAINTENANCE	1.00	EA	58,000.00	58,000.00
1		6" INSERT VALVE	1.00	EA	10,802.00	10,802.00
1		INSTALL NEW FIRE HYDRANT	1.00	EA	6,941.00	6,941.00
1		CO COST DUE ADDED SERVICES	1.00	EA	2,713.00	2,713.00

Total Order: \$78,456.00

This Purchase Order is issued subject to the terms and conditions presented on www.longboatkey.org/purchasing, unless otherwise noted above.

PURCHASING AUTHORIZATION:



PURCHASE ORDER

No: 23-01316

FLORIDA SALES TAX EXEMPTION NO. 85-8012646331C-7

BILL TO:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228
(941)316-1999

VENDOR: 20451

R&M SERVICE SOLUTIONS LLC
7256 WESTPORT PLACE
WEST PALM BEACH FL 33413

SHIP TO: PUBLIC WORKS

600 GENERAL HARRIS ST
LONGBOAT KEY, FL 34228

BUSINESS PHONE: (877) 847-6747

ORDER DATE: 05/01/2023

FREIGHT TERMS: None

SOLICITATION NO:

DELIVERY DATE:

CONFIRM TO:

DEPARTMENT:

UTILITIES

ALL ITEMS MUST BE DELIVERED INSIDE THE BUILDING TO OUR SPECIFIED LOCATION**Contract No.:****Instructions:****Start Date:****Expiration Date:****Phone No.:** (877) 847-6747**Email:**

Line	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price
1		FIRE HYDRANT INSPECTION AND MAINTENANCE	1.00	EA	58,000.00	58,000.00
1		5% INCREASE	1.00	EA	2,900.00	2,900.00
Total Order:						\$60,900.00

This Purchase Order is issued subject to the terms and conditions presented on www.longboatkey.org/purchasing, unless otherwise noted above.

PURCHASING AUTHORIZATION:

**TOWN OF LONGBOAT KEY**

501 Bay Isles Road
Longboat Key, FL 34228
(941) 316-1999

PURCHASE ORDER

14953

Remit: 7256 WESTPORT PLACE
SUITE A
DAVID MILLS - MANAGING PA (877) 847-6747
(352) 588-1047

DATE 02-01-17

VENDOR 20451

TERMS

REQ. NO 52-17-0018

DUE

PO TYPE BLANKET

ACCT#

R&M SERVICE SOLUTIONS LLC
14749 MATT BARTHLE ROAD
DADE CITY, FLORIDA 33525

SHIP TO:
TOWN OF LONGBOAT KEY
WATER DEPARTMENT
600 GENERAL HARRIS
Longboat Key, FL 342281412

QUANTITY	UNIT	G & S #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			RFP #15-005, Fire Hydrant Services, including: Maintenance of 394 Hydrants REpairs and replacement as necessary and replacement of asphalt where needed (see attached)		57,777.90

RECORD OF PARTIAL PAYMENT						APPROVED 14953	TOTAL
INV DATE	INV AMT	BALANCE	INV DATE	INV AMT	BALANCE		57,777.90
						401.5200.536.4604	57,777.90

Page 1 of 1

(COPY AS NEEDED FOR PARTIAL PAYMENT) SUBMIT ONE COPY FOR EACH PARTIAL INVOICE

DEPARTMENT

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
PURCHASE ORDER**



ORDER NUMBER: 48710

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

**S
H
I
P** TO
SEMINOLE COUNTY SERVICES
BUILDING
1101 E. 1ST STREET
SANFORD FL 32771

ORDER DATE	05/06/2021
REQUISITION	923 - OB
REQUESTOR	REYES, CASSANDRA
VENDOR #	351226

**V
E
N
D
O
R**
R&M SERVICE SOLUTIONS LLC
39015 COUNTY ROAD 54
ZEPHYRHILLS FL 33413

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST REYES, CASSANDRA

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA	Hydrant and Valve Maintenance,-Hydrant and Valve Maintenance, 010560.530460	0.00	35,141.00

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT

35,141.00

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accts. Payable Inquiries - Phone (407) 665 7656

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Purchase Order
PURCHASING AND CONTRACTS DIVISION
SEMINOLE COUNTY GOVERNMENT
1301 EAST SECOND STREET
SANFORD, FL 32771-1468
OFFICE (407) 665-7116
FAX (407) 665-7956

11/22/2022
Page - 1
Order Number 51964 000 OP

Shipped From R&M SERVICE SOLUTIONS LLC
39015 COUNTY ROAD 54
ZEPHYRHILLS FL 33413
Branch Plant 087800
Requestor REYES, CASSANDRA
Vendor No 351226

Ship To SOUTHEAST REGIONAL WATER TREATMENT PLANT
3300 DIKE ROAD
WINTER PARK FL 32792

Delivery:

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	Ty
1.000	0	Hydrant and Valve Maintenance,		EA	.0000	273,704.08	00000923	OB
		Hydrant and Valve Maintenance,				087806.530460.140		
		4600878211						
Added by Vanessa Royko 10.27.2022								
2.000	0	Hydrant and Valve Maintenance,		EA	.0000	101,295.92		
		Hydrant and Valve Maintenance,				087806.530460.140		
		4600878211						
						375,000.00	*** Total Order	

Purchase Order
PURCHASING AND CONTRACTS DIVISION
SEMINOLE COUNTY GOVERNMENT
1301 EAST SECOND STREET
SANFORD, FL 32771-1468
OFFICE (407) 665-7116
FAX (407) 665-7956

11/22/2022
Page - 2
Order Number 51964 000 OP

Shipped From	R&M SERVICE SOLUTIONS LLC	Branch Plant	087800
	39015 COUNTY ROAD 54	Requestor	REYES, CASSANDRA
	ZEPHYRHILLS FL 33413	Vendor No	351226

Ship To	SOUTHEAST REGIONAL WATER TREATMENT PLANT
	3300 DIKE ROAD
	WINTER PARK FL 32792

Delivery:

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	Ty
REYES, CASSANDRA								

Purchase Order
PURCHASING AND CONTRACTS DIVISION
SEMINOLE COUNTY GOVERNMENT
1301 EAST SECOND STREET
SANFORD, FL 32771-1468
OFFICE (407) 665-7116
FAX (407) 665-7956

10/6/2021
Page - 1
Order Number 49333 000 OP

Shipped From R&M SERVICE SOLUTIONS LLC
39015 COUNTY ROAD 54
ZEPHYRHILLS FL 33413
Branch Plant 087800
Requestor REYES, CASSANDRA
Vendor No 351226

Ship To ENVIRONMENTAL SERVICES/UTILITIES
500 W. LAKE MARY BLVD
SANFORD FL 32773

Delivery:

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	Ty
1.000	0	Hydrant and Valve Maintenance,		EA	.0000	250,000.00	00000923	OB
		Hydrant and Valve Maintenance,				087806.530460.140		
		4600878211						

SHIP TO 211358
FOR ADDITIONAL INFO CONTACT CHRIS GRAYBOSCH X 2742

250,000.00 *** Total Order
Purchasing Agent: REYES, CASSANDRA

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER: 54237

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

ORDER DATE	10/31/2023
REQUISITION	923 - OB
REQUESTOR	
VENDOR #	351226
ANALYST	REYES, CASSANDRA

S H I P T O
SOUTHEAST REGIONAL WATER
TREATMENT PLANT
3300 DIKE ROAD
WINTER PARK FL 32792

V E N D O R
R&M SERVICE SOLUTIONS LLC
39015 COUNTY ROAD 54
ZEPHYRHILLS FL 33413

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA	Hydrant and Valve Maintenance,-Hydrant and Valve Maintenance, 087806.530460.140	0.00	
2.00		EA	Hydrant and Valve Maintenance,-Hydrant and Valve Maintenance, 087806.530460.140	0.00	375,000.00

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT

375,000.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS



Master Agreement

NO. 780 3833A - 2

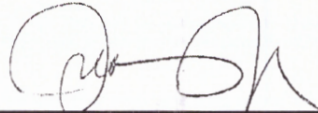
TERM: 2018-06-04 to 2019-06-04

Page 1 of 2

Date Issued: 05/30/2018

Vendor contact: Name: RUSS JACKSON Phone: 626-529-6024 E-mail:		County contact: Name: DOROTHY FOSTER Phone: 386-822-6465 E-mail: dfooster@volusia.org	Bill To: County of Volusia UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Vendor Name: R&M Service Solutions, LLC 7256 WESTPORT PLACE SUITE A WEST PALM BEACH, FL 33413		Vendor No. VS7716	Ship To: UTILITIES OPERATION "PROJECT SITE" VOLUSIA COUNTY, FL 32724
Solicitation Number: 15-B-78AK Award Date: 2018-05-15 Award Authorization: COUNCIL		Purchasing Phone: VICTORIA BERTLING E-mail: 386-626-6626 vbertling@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Fire Hydrant Service and Repair			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	93633	EA	Fire Hydrant service and repair, per attached price list	0.000000


Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

TAX EXEMPTION NUMBERS

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissions
Seminole County, Florida
PURCHASE ORDER

ORDER NUMBER: 41178

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

SHIP TO

SOUTHEAST REGIONAL WATER TREATMENT P
3300 DIKE ROAD
WINTER PARK FL 32792

VENDOR

R&M SERVICE SOLUTIONS LLC
39015 COUNTY ROAD 54
ZEPHYRHILLS FL 33413

ORDER TYPE	OP
ORDER DATE	10/31/2017
REQ. NUMBER	00057068 OR
ANALYST	FIGUEROA, LETICIA
VENDOR NUMBER	351226

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

PURCHASING AND CONTRACTS DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

Bob Green 407-665-2737

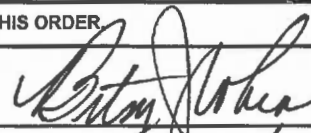
ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000		EA	VALVE & HYDRANT MAINTENANCE Order in accordance with terms and conditions of IFB-602347-15/GCM for Hydrant and Valve installation, repair, and maintenance. Contract Expires 11/22/2018 087806.530460.140 	0.0000	200,000.00
REQUESTING DEPT/DIV			087800	WILSON, FERN	TOTAL AMOUNT
					200,000.00

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681


 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA
 Sales Tax Exemption # 19-07-011249-53C

PURCHASE ORDER NO. 80291

PAGE NO. 1

VENDOR 21205 FAX: 561-798-2113
 R & M SERVICE SOLUTIONS LLC
 7256 WESTPORT PLACE SUITE A
 WEST PALM BEACH FL 33413

SHIP TO MEADOWCREST W/W TREATMENT PLANT
 6000 W FRONTIER LANE
 BEVERLY HILLS, FL 34465
 352-527-7650
 ATTN:

ORDER DATE: 02/26/19		BUYER: TERRI KEENE		REQ. NO.: 50332	REQ. DATE:												
TERMS: NET 30 DAYS		F.O.B.:		COM.: OK-JP													
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION												
01	1.00		***** BILL TO: CITRUS COUNTY UTILITY OPERATIONS 110 N APOKA AVE, INVERNESS, FL 34450 OR acctspayable@citrusclerk.org ***** VALVE MAINTENANCE, PER PB 19-016. GOOD THROUGH 9/30/19. AUTH PERS: SEE LIST	150000.0000	150,000.00												
<table border="1"> <tr> <th>ITEM#</th> <th>ACCOUNT</th> <th>AMOUNT</th> <th>PROJECT CODE</th> </tr> <tr> <td>01</td> <td>9000 53400</td> <td>150,000.00</td> <td></td> </tr> </table>				ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	01	9000 53400	150,000.00		<table border="1"> <tr> <td>PAGE TOTAL \$</td> <td>150,000.00</td> </tr> <tr> <td>TOTAL \$</td> <td>150,000.00</td> </tr> </table>		PAGE TOTAL \$	150,000.00	TOTAL \$	150,000.00
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE														
01	9000 53400	150,000.00															
PAGE TOTAL \$	150,000.00																
TOTAL \$	150,000.00																

IMPORTANT PLEASE NOTE THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, PACKING SLIPS, SHIPPING PAPERS AND ON ALL CORRESPONDENCE

SHIPPING INFORMATION ALL DELIVERIES MUST BE MADE BETWEEN 8:00 A.M. & 4:30 P.M.

We will make payment ONLY to the company to which this order is issued unless we have authorization, in writing, to do otherwise.

Subject to Terms and Conditions on reverse

APPROVED BY

Finance Department

DIRECTOR OF PURCHASING

BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA
 Sales Tax Exemption # 19-07-011249-53C

PURCHASE ORDER NO. 79851

PAGE NO. 1

VENDOR 21205 FAX: 561-798-2113
 R & M SERVICE SOLUTIONS LLC
 7256 WESTPORT PLACE SUITE A
 WEST PALM BEACH FL 33413

SHIP TO MEADOWCREST W/W TREATMENT PLANT
 6000 W FRONTIER LANE
 BEVERLY HILLS, FL 34465
 352-527-7650
 ATTN:

ORDER DATE: 10/01/18 BUYER: TERRI KEENE REQ. NO.: 49893 REQ. DATE:

TERMS: NET 30 DAYS F.O.B.: COM.: OK-JP

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

BILL TO: CITRUS COUNTY UTILITY OPERATIONS					
110 N APOPKA AVE, INVERNESS, FL 34450					
OR acctspayable@clerk.citrus.fl.us					

01	1.00		HYDRANT MAINTENANCE, TESTING & PAINTING, PER ITB 15-045. GOOD THROUGH 10/12/18. AUTH PERS: SEE LIST	100000.0000	100,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	100,000.00
01	9000 53400	100,000.00		TOTAL \$	100,000.00

IMPORTANT PLEASE NOTE THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, PACKING SLIPS, SHIPPING PAPERS AND ON ALL CORRESPONDENCE

SHIPPING INFORMATION ALL DELIVERIES MUST BE MADE BETWEEN 8:00 A.M. & 4:30 P.M.

We will make payment ONLY to the company to which this order is issued unless we have authorization, in writing, to do otherwise.

Subject to Terms and Conditions on reverse

APPROVED BY

Finance Department

DIRECTOR OF PURCHASING

Agreement (Contract) Between Owner and Contractor

This Agreement (Contract) made this _____ day of _____, _____ by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and **R & M Services Solutions, LLC, 7256 Westport Place, Suite A, West Palm Beach, FL 33413**, a Corporation, whose FEIN number is **27-1422665** (FEIN number) hereinafter designated as "the CONTRACTOR", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The nature and scope of the work is to perform water distribution system valve and hydrant maintenance on a regular basis within the Town of Jupiter water service area. The scope of work assigned under this unit price contract may include, but is not limited to, the following types of tasks: exercising water main valves, inspecting and maintaining hydrants, fire flow testing hydrants, and painting hydrants. The work is to be performed in accordance with the latest edition of AWWA Manuals M17 and M44 that describe procedures for valve and hydrant inspection, maintenance, testing, and reporting.

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **VALVE AND HYDRANT MAINTENANCE (W2423) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

- 2.1 The Project has been designed by the following:
Town of Jupiter Utilities Department
210 Military Trail
Jupiter, FL 33458
- 2.2 Town of Jupiter will administer the Contract during the construction phase. Engineer will participate in the Contract during the construction phase.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will have a substantial completion date and a final completion date after the date when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payments in accordance with Article 15 of the General Conditions and as outlined below:

Substantial Completion:	730 calendar days from Notice to Proceed
Final Completion:	730 calendar days from Notice to Proceed

- 3.2 Unless extended or terminate, the period of performance of this CONTRACT shall commence upon the effective date of execution by the OWNER and continue for a period of 2 years or seven hundred and thirty calendar days (730 days). Written Notice to Proceed will be mutually agreed upon by both the CONTRACTOR and OWNER. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the OWNER.

- 3.3 The initial term of the Contract will be two years (730 calendar days) from the date of Notice to Proceed. Owner may at Owner's sole discretion renew this Contract for one additional two (2) year term and one additional one (1) year term for a total Contract period of five (5) years, in accordance with the Town of Jupiter's Purchasing Policy and terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (Owner and Contractor). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Contractor may elect not to extend the Contract with 90 days written notice to Owner. Owner is not obligated to extend the Contract. Regardless of anything to the contrary, this Contract may be terminated by the Owner at any time and for any reason. Further, the Contractor agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.
- 3.4 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT may be changed only by a change order to the CONTRACT.
- 3.5 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (But not as a penalty) CONTRACTOR shall pay OWNER Two Hundred 00/100 dollars (\$200.00) for each day that expires after the time specified in Paragraph 3.1 from the date of final completion until the work has reached final completion. Final completion includes demobilization from the site. Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deduct the amount due in Liquidated Damages from the final payment application. Liquidated damages under this Contract apply to each the substantial completion date and the final completion date.
- 3.6 This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The OWNER's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the OWNER may deduct from the balance of the CONTRACT sum held by the OWNER the Liquidated Damages stipulated herein or such portions as said balance will cover.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.
- 4.2 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. The Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the original two year contract term and subsequent renewal terms are provided in the table below.

- 4.3 The Owner reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the Owner reserves the right to obtain such delivery from others without penalty or prejudice to the Owner or to the Bidder.
- 4.4 Contractor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation including, the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current Contract Unit Pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U, or 5% increase over current contract unit pricing).

Anticipated Annual Funding
Town of Jupiter
Valve and Hydrant Maintenance

Year	Project Description	Estimated Budget	
2024	Valve Exercising and Hydrant Maintenance		
	2024 Total	\$250,000	
2025	Valve Exercising and Hydrant Maintenance		
	2025 Total	\$250,000	
	Estimated Initial 2 Year Contract Term Total		\$500,000
2026	Valve Exercising and Hydrant Maintenance		
	2026 Total	\$262,500	
2027	Valve Exercising and Hydrant Maintenance		
	2027 Total	\$262,500	
	Estimated 2 Year Renewal Contract Term Total		\$525,000
2028	Valve Exercising and Hydrant Maintenance		
	2028 Total	\$275,000	
	Estimated 1 Year Renewal Contract Term Total		\$275,000
	Estimated 5 Year Total		\$1,300,000

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.

- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 30 days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.
- 5.4 Progress payments will be made in an amount equal to 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. Owner is not obligated to pay for stored materials and may choose to withhold payment until materials are incorporated into the Work.
- 5.5 Owner, at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.
- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. INTEREST. Not applicable.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Specifications & Appendices Index
 - 8.1(c) Advertisement for Bids
 - 8.1(d) Instructions to Bidders
 - 8.1(e) Proposal (Including List of Subcontractors and Qualification Requirements)
 - 8.1(f) Contractor Safety Qualifications/Requirements (Including Contractor Safety Qualification Form)
 - 8.1(g) Contractor E-Verify Affidavit form
 - 8.1(h) Subcontractor E-Verify Affidavit form
 - 8.1(i) Bid Bond
 - 8.1(j) Sworn Statement
 - 8.1(k) Trench Safety
 - 8.1(l) Notice of Intent to Award
 - 8.1(m) Notice of Award
 - 8.1(n) Agreement (Contract) between OWNER and CONTRACTOR
 - 8.1(o) Payment Bond
 - 8.1(p) Performance Bond
 - 8.1(q) Opinion of Town Attorney
 - 8.1(r) Notice to Proceed
 - 8.1(s) General Conditions
 - 8.1(t) Supplementary Conditions
 - 8.1(u) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
 - 8.1(v) Technical Specifications including Appendices bearing the title: Valve and Hydrant Maintenance (W2423)
- 8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by

law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

9.5(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

9.5(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2469, JENNIFERM@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

9.6 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The Contractor acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

9.6(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

9.6(b) Subcontractors -

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

9.6(c) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

9.6(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

CONTRACTOR

R & M Services Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, FL 33413

Michael G. George, General Manager

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER

Resolution 24-24, Approving contract award to GFA International, Inc. (dba Universal Engineering Sciences), Terracon Consultants, Inc., and Tierra South Florida Inc. for Geotechnical Engineering and Construction Materials Testing Services (W2413)



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 24-24, Approving contract award to GFA International, Inc. (dba Universal Engineering Sciences), Terracon Consultants, Inc., and Tierra South Florida Inc. for Geotechnical Engineering and Construction Materials Testing Services (Contracts W2413A, W2413B and W2413C, respectively)

EXECUTIVE SUMMARY

Resolution 24-24 provides for the award of three individual and separate contracts to GFA International, Inc. (dba Universal Engineering Sciences) (W2413A), Terracon Consultants, Inc. (W2413B) and Tierra South Florida, Inc. (W2413C) to provide professional geotechnical engineering and construction material testing services for the Town's Water and Stormwater Utilities, Engineering, Parks and Public Works Departments. The selected firms will provide a full range of related technical services on an as-needed basis in support of the Town's adopted Community Investment Program (CIP), annually approved operating budget projects, and other Town projects requiring related services. The Contracts provide for non-exclusive services on a continuing basis for three consecutive years with an option to renew for one additional three-year term.

In anticipation of the Town's existing geotechnical engineering and construction materials testing services contracts expiring on April 17, 2024, a Request for Proposals (RFP) for new contracts was advertised on January 28, 2024, in accordance with the Consultants Competitive Negotiation Act (CCNA) and the Town's Purchasing Policy. A Selection Committee, approved by the Town Manager, and consisting of Town staff from the Engineering and Utilities Departments, was appointed to review the proposals. On February 27, 2024, eight sealed proposals were received, opened publicly, and distributed to the individual Selection Committee members for review.

Each member of the Selection Committee individually reviewed and scored the proposals in accordance with the criterion described in the RFP and summarized below. The criterion was selected to evaluate the engineering firms on the basis of qualifications as required by CCNA. On March 7, 2024, a Public Selection Committee Meeting was held to discuss and rank the proposals as documented in the attached meeting minutes. The three highest ranked firms were short-listed by the Selection Committee for contract and fee negotiations. A copy of the short-list is attached for reference.

CRITERION	POINTS
Qualifications of Firm and Core Team: Qualifications of Firm and Core Team with similar projects.	15
Experience of the Firm: Experience of the Firm and Core Team with similar projects including applicability of five (5) referenced projects and quality of references	25
Approach to Contract Administration: Firm's approach to contract administration including project management, communication, preparing proposals, budget oversight and cost containment, and schedule management.	15
Approach to Field and Laboratory Services: Firm's approach to field services including ability to execute related work, quality assurance and control program, maintenance of field-testing equipment, scheduling, documentation of field activities, and interaction between field technicians, Town staff and contractors.	20
Approach to Project Documentation: Firm's approach to documentation of the various types of data that are collected and reported for geotechnical and construction materials testing projects, including the ability to generate professional reports and documentation to produce accurate invoices	15
Completeness of Proposal: Information provided as described in this Section	10
Total Maximum Points	100

Funding for these contracts is provided for through various CIP project budgets and fiscal year operating budgets for the Water Utility, Stormwater Utility, Engineering & Public Works, and Park Departments.

Historical expenditures for the three existing Geotechnical Engineering and Construction Materials Testing contracts that will expire on April 17, 2024, are as follows.

\$30,166	Year 2021
\$49,945	Year 2022
\$19,065	Year 2023
\$99,176	3-Year Contract Term Total

Provided that the proposed contracts with GFA International, Inc. (dba Universal Engineering Sciences) (W2413A), Terracon Consultants, Inc. (W2413B), and Tierra South Florida, Inc. (W2413C) are approved on April 16, 2024, it is anticipated that the new contracts will go into effect on April 18, 2024.

ANALYSIS

The Selection Committee's review of proposals received on February 27, 2024, in response to the Town's public solicitation for Requests for Proposals from qualified geotechnical engineering and construction materials testing firms resulted in selection of GFA International, Inc. (dba Universal Engineering Sciences), Terracon Consultants, Inc. and Tierra South Florida, Inc., as the most qualified and responsive firms. The selected firms will provide related

geotechnical engineering and materials testing services for the Town's Water and Stormwater Utilities, Engineering and Public Works, and Parks Departments, on a non-exclusive, continuing basis for three consecutive years in accordance with the terms of the contract and negotiated fees. Consideration for contract renewals for one additional 3-year term will be based on performance and responsiveness during the initial 3-year contract term.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 24-24
2. Selection Committee Meeting Minutes W2413
3. W2413 Selection Committee Short List
4. GFA International, Inc. (dba Universal Engineering Services) Proposal
5. Terracon Consultants, Inc. Proposal
6. Tierra South Florida, Inc Proposal
7. W2413A Agreement (Contract) between the Town and GFA International, Inc. (dba Universal Engineering Sciences)
8. W2413B Agreement (Contract) between the Town and Terracon Consultants, Inc.
9. W2413C Agreement (Contract) between the Town and Tierra South Florida, Inc.
10. W2413 Geotechnical Services Fee Comparison

FUNDING SOURCE

X	Approved in Budget	N/A	Sources: Approved fiscal year funding for various Utilities, Engineering, Parks and Public Works CIP and Operating budgets.
	Additional Funding Requested	N/A	Sources:

*Expenditures under these contracts are dependent upon the amount of construction occurring each year.

For more information or to request attachments, please contact Brittany George at brittanyg@jupiter.fl.us and/or 561-741-2261.

Attachment 1

RESOLUTION 24-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THREE INDIVIDUAL CONTRACTS FOR GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES (W2413) WITH GFA INTERNATIONAL, INC. (DBA UNIVERSAL ENGINEERING SCIENCES), TERRACON CONSULTANTS, INC. AND TIERRA SOUTH FLORIDA, INC.

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town solicited a Request for Proposals to perform geotechnical consulting and construction materials testing services on behalf of the Town in accordance with Florida Statute 287.055 titled "Consultant Competitive Negotiation Act" (the CCNA); and

WHEREAS, pursuant to the process established by the CCNA, GFA International, Inc. (dba Universal Engineering Sciences), Terracon Consultants, Inc., and Tierra South Florida, Inc. were evaluated by the Selection Committee to be the three most qualified firms to perform the services required; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town and the three consultants: GFA International, Inc. (dba Universal Engineering Sciences), Terracon Consultants, Inc., and Tierra South Florida, Inc. have negotiated contracts with the Town, with mutually agreed terms pursuant to which GFA International, Inc. (dba Universal Engineering Sciences), Terracon

Consultants, Inc. and Tierra South Florida, Inc. will provide professional geotechnical engineering and construction materials testing services; and

WHEREAS, the Town budgets funds for these services within various Community Investment Program (CIP) project budgets and fiscal year operating budgets for the Water Utility, Stormwater Utility, Engineering and Public Works, Parks departments.

NOW THEREFORE, be it resolved by the Town Council of the Town of Jupiter, Florida:

Section 1. The Contracts between the Town of Jupiter and the consultants: GFA International, Inc. (dba Universal Engineering Sciences), Terracon Consultants, Inc., and Tierra South Florida, Inc. are hereby accepted and the Mayor is authorized and directed to execute the Contracts on behalf of the Town.

Section 2. This Resolution shall take effect immediately upon its execution.

4/16/2024

Attachment 2

TOWN OF JUPITER UTILITIES

REQUEST FOR PROPOSALS GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES CONTRACT (W2413) SELECTION COMMITTEE PUBLIC MEETING MINUTES MARCH 7, 2024 10:00 AM

LOCATION:

Utilities Administration Conference Room
Water Treatment Facility
17403 Central Blvd, Jupiter, FL 33458

SELECTION COMMITTEE MEMBERS:

Amanda Z. Barnes, P.E., Director of Utilities
Steven Montemayor, Senior Utilities Engineer (Selection Committee Chair)
Rodney Carroll, Utility Services Manager
Jonathan Bastista, Senior Engineer
Scott Isberner, P. E., Senior Engineer

OTHER ATTENDEES:

See attendee sign-in sheet

DISCUSSION

- I. The Selection Committee Meeting convened at 10:04 am.
- II. The Committee Chair introduced the committee and requested the public to introduce themselves.
- III. The Chair stated that selection committee members were instructed to use the criteria noted in the Request for Proposals (RFP W2413) to rank the proposals.
- IV. No discussion occurred concerning the scoring.
- V. The Chair asked if all scoring has been completed, all committee members indicated such and the Chair asked the members to sign their score sheets for each firm.
- VI. The Chair passed around the Summary of Evaluation Results sheet and requested each committee member record their scores for each professional organization that submitted proposals and to enter the rank they gave each firm.
- VII. The Chair collected all committee members' scoring sheets.
- VIII. The Chair then summed up all the committee members rankings to calculate a combined ranking for each firm.

- IX. Another Selection Committee member checked the addition of the rankings. The committee member that checked the rankings was Scott Isberner.
- X. The Selection Committee Chair announced the combined rankings for all the firms.
- XI. The top three organizations announced were:
 - 1. Tierra South Florida
 - 2. Terracon
 - 3. Universal Engineering Sciences
- XII. The chair informed the committee and public that the three lowest combined rankings will be short listed in order of the combined ranking and deemed the most qualified professional organizations to provide geotechnical engineering and construction materials testing services to the Town of Jupiter and would be contacted shortly to start contract negotiations.
- XIII. In the event a Contract is not executed with one of the short listed firms, the Town will have the right to move on to the next most qualified organization.
- XIV. The Selection Committee Meeting adjourned at 10:22.

cc: W2413 Meeting Minutes File
Meeting Attendees, Brittany George, Jennifer Mondone

TOWN OF JUPITER UTILITIES

REQUEST FOR PROPOSALS FOR GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES CONTRACT (W2413)

SELECTION COMMITTEE PUBLIC MEETING SIGN-IN SHEET

MARCH 7, 2024 10:00 AM

	Name	Agency	Phone Number	Email Address
1	Amanda Z. Barnes	Town of Jupiter	561-741-2537	amandab@jupiter.fl.us
2	Steven Montemayor	Town of Jupiter	561-741-2710	stevenm@jupiter.fl.us
3	Rodney Carroll	Town of Jupiter	561-748-2713	rodneyc@jupiter.fl.us
4	Jonathon Batista	Town of Jupiter	561-262-6802	jonathanb@jupiter.fl.us
5	Scott Isberner <i>sed</i>	Town of Jupiter	561-262-2281	scotti@jupiter.fl.us
6	Bonni Funt	TSGeo	561-687-8536	bfunte@tsgeo.com
7	Albert Vandenberg	UES	561-339-5716	avandenberg@earnucs.com
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**REQUEST FOR PROPOSALS FOR
GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING SERVICES CONTRACT (W2413)
for the Town of Jupiter Utilities
Selection Committee Shortlist of Top Three Proposals**

Firm

Terracon Consultants, Inc.
Tierra South Florida, Inc.
GFA International, Inc. dba Universal Engineering Sciences

Attachment 3



**REQUEST FOR PROPOSALS FOR
GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING SERVICES CONTRACT (W2413)
for the Town of Jupiter Utilities
Selection Committee Shortlist of Top Three Proposals**

March 7, 2024

Firm

Terracon Consultants, Inc.
Tierra South Florida, Inc.
GFA International, Inc. dba Universal Engineering Sciences



RFP W2413

GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES CONTRACT

Town of Jupiter



Grounded in Excellence

Date: February 27, 2024

Attention: Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Reference: Geotechnical Engineering and Construction
Materials Testing Services Contract (W2413)

Dear Committee Members:

GFA International, Inc dba Universal Engineering Sciences (UES) appreciates the opportunity to present our services and experience to the Town of Jupiter in response to this solicitation for Geotechnical Engineering and Construction Material Testing Services Contract. By successfully delivering services on multiple projects for The Town of Jupiter, we have cultivated a strong rapport. This experience has provided us with valuable insights into the Town's preferences and requirements, enabling us to identify the most effective ways to contribute to your projects.

With a comprehensive network of 86 fully operational branches across the U.S. and 18 strategically situated in Florida, UES positions itself to fulfill client requirements through localized proficiency and custom-tailored solutions. These branches are responsive solutions that cater to specific needs by offering localized insights and unique regional strategies. The widespread distribution of our resources equips us to meet client demands with prompt equipment and workforce allocation.

Each office is staffed with committed professionals familiar with the region's geographic conditions, as well as state, county, and city regulations. These dedicated team members have cultivated working relationships with local specialized sub-contractors, enhancing our capacity to deliver comprehensive solutions.

Drawing from decades of experience, our team excels in delivering expert Geotechnical and Materials Testing Services for projects of any size, whether public or private. Through our team's technical expertise and specialized training, supported by a fleet of equipment and versatile capabilities, our team consistently rises to the challenge of resolving intricate issues across diverse projects.

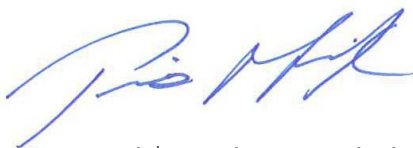
When partnering with UES, you engage with industry professionals committed to the highest integrity, dependability, ethics, and quality of work. These professionals are remarkably innovative and responsive and strive to foster a relationship where UES becomes an organic extension of your organization and a reliable source of guidance – your trusted advisors.

Our Principals have thoroughly reviewed and understand this RFP, its related documents, and the anticipated scope of work. This submittal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP. UES attests that the information provided in this RFP response is complete, current, and factual. This RFP is effective for a period of not less than 120 days from the date of receipt.

We sincerely appreciate this opportunity, your valuable time, and your consideration on behalf of our entire team. We eagerly anticipate collaborating with the Town of Jupiter. Should you require any further assistance, please don't hesitate to contact the undersigned.

Respectfully,

GFA International, Inc. dba Universal Engineering Sciences



Travis Merrick | President - South Florida Division
8050 NW 77th Ct, Medley, FL 33166
tmerrick@teamues.com | p: 239.357.5154

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TAB A

Qualifications of Firm and Core Team

CORPORATE HEADQUARTERS

4205 Vineland Rd., Suite L1
Orlando, FL 32811
p: 888.824.7424
www.teamues.com

MANAGING BRANCH

607 NW Commodity Cove Port
St. Lucie, FL 34986
p: 772.924.3575

ESTABLISHED

Corporation, 1998, Florida

AUTHORIZED IN FLORIDA

1988

OFFICERS

CEO: David Witsken
CFO: Michael Dear
Vice President: Gary Elzweig
Secretary:
Benjamin Butterfield
South Florida President:
Travis Merrick
Managing Partner:
Fred Kaub, PG, FLAC

FEIN

65-0874962

DUNS

04-971-6504

WHO WE ARE

UES is a privately held, rapidly growing engineering and consulting firm with expertise in the areas of environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies. With nearly 4,000 professionals across 85+ branches, UES provides personalized engineering, environmental, testing and inspection services to both public and private clients across the United States. UES consults on projects of all sizes in industries such as transportation, water and wastewater, data centers, energy, healthcare, education, residential, and more.

Our Services Include: Environmental, Geotechnical Engineering, Materials Testing, Field Inspections & Code Compliance, and Geophysical Technology.

UNDERSTANDING OUR GROWTH

Founded in 1988, GFA International, Inc. (GFA) is a full-service Engineering and Geological consulting organization providing Building Code Inspection Services, as well as Environmental, Geotechnical, Construction Materials Testing, Threshold and Special Inspections, and Private Provider services, across a broad spectrum of industries.

In early 2020, GFA merged with Universal Engineering Sciences and additional leading engineering firms. This combination of like-minded firms, complementary in professional services, core values, and customer service-centric views, formed the UES family of companies — the largest, most experienced, resource-rich organization of its kind in the U.S. The success of this union was based on many key factors, one of which was geographic location.

UES has offices strategically located to service our clients throughout the State of Florida. For nearly 60 years, UES has successfully built our state-wide reputation for superior service, trustworthy business management, and strict attention to health, safety and innovative engineering.

Our engineers, geologists, certified inspectors, scientists, and drillers offer an unwavering commitment to excellence, approaching each project with the knowledge that precision, professionalism, and creative solutions are what drive success and cultivate enduring client relationships.

LICENSES/ACCREDITATIONS

- Licensed Florida Geology Business
- Licensed Florida Engineering Business - #4930
- Licensed Well Contractor
- Thermography
- Laboratory: CMEC, FDOT, USACE
- FDOT Work Groups: 9.1, 9.2, 9.3, 9.4, 9.4.1, 9.5, 10.1 and 10.3

CORE TEAM MEMBERS INFORMATION

Name/Title	Office Location	Year of Experience	Duties to be Performed	% of Time on Contract
Tom Montano, PE Contract Manager/Core Team Leader	607 NW Commodity Cove Port St. Lucie, FL 34986	12	Branch Manager/Contract Manager/ Authorized Representative	60%
Carlos Mercado, MS, PE Principal Geotechnical Engineer	1215 Wallace Dr, Delray Beach, FL 33444	31	Principal Geotechnical Engineer	50%
Erik Soderstrom, EI Geotechnical Project Manager	607 NW Commodity Cove Port St. Lucie, FL 34986	8	Geotechnical Department Manager	60%
Estela Leon, MS, PE Sr. Geotechnical Engineer	607 NW Commodity Cove Port St. Lucie, FL 34986	11	Professional Engineer/Geotechnical Engineering Support	60%
Victor Rivera, BSCE Construction Services Project Mgr.	607 NW Commodity Cove Port St. Lucie, FL 34986	19	Construction Services Department Manager	60%
Ronald Robinson Lab Manager	607 NW Commodity Cove Port St. Lucie, FL 34986	21	Construction Materials Testing Laboratory Manager	75%
Paul Danforth, PE, SI Sr. Engineer/Special Inspector	607 NW Commodity Cove Port St. Lucie, FL 34986	39	Regional Vice President/Professional Engineer/Special Inspector	50%

WORKLOAD

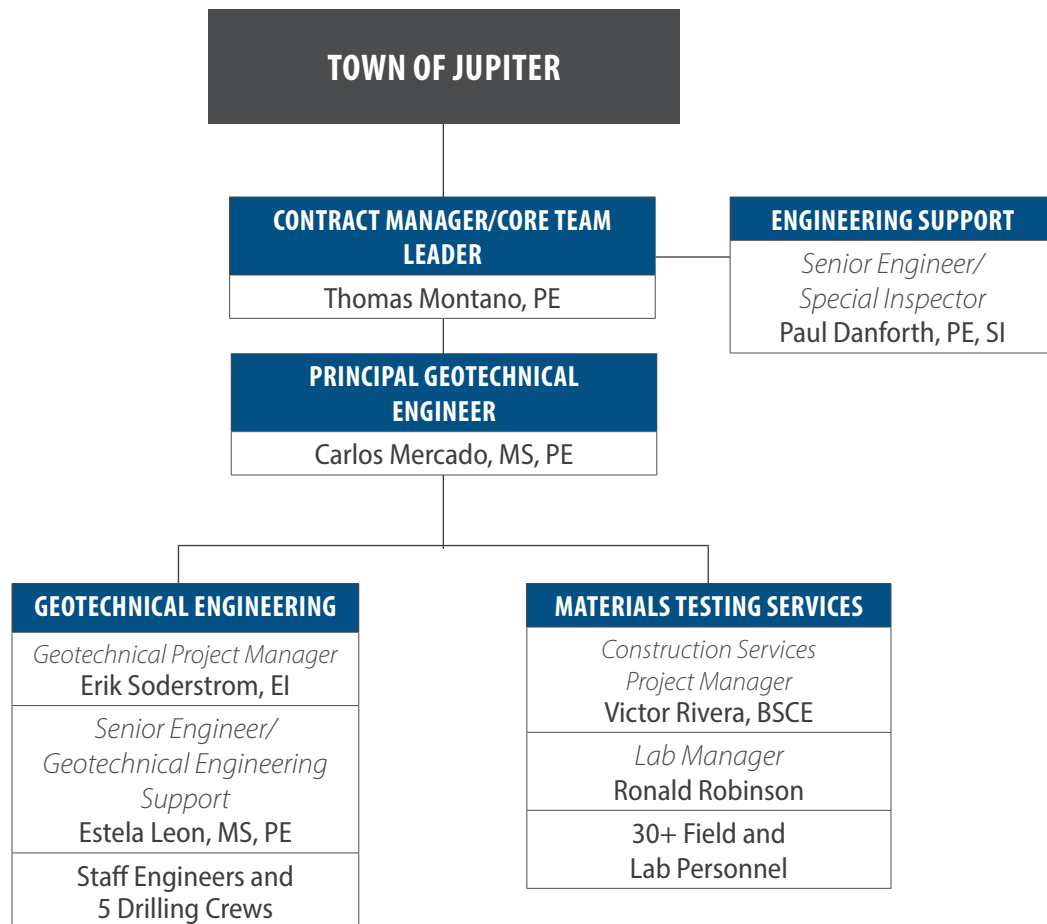
Due to the nature of our geotechnical and materials testing services, many of our projects vary in duration, often ranging from two to four weeks. We have allocated additional field personnel and office support staff to ensure all of our assignments are completed promptly. We pride ourselves in completing assignments safely, within budget, and on time with the appropriate resources.

We can immediately staff projects full-time and have personnel available for “will call” or intermittent assignments. UES further asserts that personnel assigned to this project will come from existing resources and that only experienced and well-qualified personnel will be assigned to perform our services.

SUBCONSULTANTS

No subconsultants will be utilized for this project.

ORGANIZATIONAL CHART



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Thomas Montano, PE	13. ROLE IN THIS CONTRACT Branch Manager Core Team Leader	14. YEARS EXPERIENCE a. TOTAL 12 b. WITH CURRENT FIRM 9	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization) BS Civil Engineering, Rensselaer Polytechnic Institute, Troy, New York		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL #84146	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers Palm Beach County Young Engineer of the Year, American Concrete Institute Concrete Testing Technician, American Concrete Institute Concrete Special Inspector			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Town of Jupiter – Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch/Department Manager - As Branch/Department Manager, Tom is responsible for overseeing all project staff, and ensuring all services are completed on schedule and within budget. GFA dba UES is under contract to perform materials testing for various projects and locations throughout the town.		☒ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Loxahatchee River District– Loxahatchee, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch/Department Manager – As Branch/Department Manager, Tom is responsible for overseeing all project staff, and ensuring all services are completed on schedule and within budget. GFA dba UES is under contract to perform materials testing for various projects and locations throughout the town.		☒ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) City of Palm Beach Gardens – Palm Beach Gardens, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020-2023	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch/Department Manager – Tom served as the branch/department manager. GFA dba UES performed materials inspections for the City Hall and Police Station expansion, and the community center expansion.		☒ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) St. Lucie County Fire District, Fire Station 18 – Port St. Lucie, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch/Department Manager – Tom served as the branch/department manager. GFA dba UES performed geotechnical evaluations for the proposed new Fire Station 18.		☒ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) South Fork High School Sports Complex – Stuart, State	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Martin County School District contracted GFA dba UES to perform a geotechnical evaluation that included 7 SPT borings at 20ft. As Branch/Department Manager, Tom is responsible for overseeing all project staff, and ensuring all services are completed on schedule and within budget.		☒ Check if project performed with current firm	

STANDARD FORM 330 (REV. 7/2021) PAGE 2

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Carlos Mercado, PE, MS	13. ROLE IN THIS CONTRACT Senior Geotechnical Engineer	14. YEARS EXPERIENCE a. TOTAL 31 b. WITH CURRENT FIRM 9	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Delray Beach, FL			
16. EDUCATION (Degree and Specialization) BS, Civil Engineering MS, Geotechnical Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer – FL Geotechnical Engineer – Puerto Rico	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Rivera Beach Fire Station – Rivera Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer – This project was an existing Fire Station that was demolished, and a new 2-story building was constructed in its place. GFA dba UES performed geotechnical and environmental evaluations.		
b.	(1) TITLE AND LOCATION (City and State) Proposed Lift Station - Hollywood, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - GFA dba UES performed a geotechnical evaluation for the construction of the new lift station.		
c.	(1) TITLE AND LOCATION (City and State) PBC Courthouse – West Palm Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - GFA dba UES performed geotechnical evaluations for SOG and water intrusion assessments.		
d.	(1) TITLE AND LOCATION (City and State) Temporary Fire Station – Fort Lauderdale, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - GFA dba UES performed construction materials testing for this temporary fire station.		
e.	(1) TITLE AND LOCATION (City and State) Sunrise Municipal Complex - Sunrise, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - Construction of a Five-story City Hall with associated site work, a three-story parking structure, a covered walkway connecting the new parking structure to the existing community center, a pedestrian promenade, a lake observation deck, and the amphitheater renovations/additions. GFA dba UES performed construction materials testing and inspections.		

STANDARD FORM 330 (REV.
7/2021) PAGE 2

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Erik Soderstrom, EI	13. ROLE IN THIS CONTRACT Geotechnical Department Manager	14. YEARS EXPERIENCE a. TOTAL 8 b. WITH CURRENT FIRM 8	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization) Environmental Engineering, University of Vermont		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) State of Vermont Engineer Intern #017.0102030	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Sitting Secretary for the Florida Engineering Society (FES) of Treasure Coast			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Street Resurfacing and Miscellaneous Roadway Improvements (TOJ) Town of Jupiter, FL	(5) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019-Current	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm			
Universal Engineering Sciences performed a series of pavement core samples for the Town of Jupiter from 2019 to present day for street improvement projects supervised by Town of Jupiter's Scott Isberner. Erik served as Project Manager to some of these projects or managed the pm associated with the projects.			
b.	(1) TITLE AND LOCATION (City and State) UHS Hospital (Alton Hospital Complex) Heights Blvd. and Donald Ross Road, Jupiter, FL	(3) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021-Current	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm			
UES conducted a geotechnical exploration to provide foundation design recommendations for the new structures onsite. We also provided pile monitoring for the auger cast piles on the job.			
c.	(1) TITLE AND LOCATION (City and State) Jupiter Medical Center New Patient Tower and Parking Garage 1210 South Old Dixie Highway, Jupiter FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022-Current	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm			
Universal Engineering Sciences was contracted to conduct a geotechnical evaluation for new additions to the Jupiter Medical Facility. After our exploration UES has monitored and implemented the proposed foundation systems including augercast piles, vibro-compaction and chemical grouting. Erik served as Project Manager or managed PM's associated with the work.			
d.	(1) TITLE AND LOCATION (City and State) Met's Stadium Addition and Clubhouse, Port St. Lucie, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019-2020, 2023	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm			
UES was contracted to conduct geotechnical exploration for the eastern addition to the stadium in 2019. In conjunction we oversaw the helical piles and vibro-replacement onsite. As of 2023 we have been involved with conducted a geotechnical exploration for the new clubhouse.			
e.	(1) TITLE AND LOCATION (City and State) Maltz Jupiter Theater 1001 E Indiantown Road, Jupiter, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019-2021	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm			
UES was contracted to conduct geotechnical exploration for the new orchestra pit and renovations to the facility. In conjunction we oversaw the rigid inclusions and vibro-replacement onsite.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Estela G Leon Aguilar, MS, PE	13. ROLE IN THIS CONTRACT Senior Geotechnical Engineer/ Geotechnical Department Manager	14. YEARS EXPERIENCE a. TOTAL 11 b. WITH CURRENT FIRM 8	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization) MS, Civil/Geotechnical Engineering, University of Florida. BS, Civil Engineering, University of Florida		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL #83307	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Vice Chair – Women in Deep Foundations Committee, Deep Foundation Institute			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) City of Opa-Locka/ Gravity Main Relocation – Opa-Locka, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Estela served as the Senior Geotechnical Engineer. This project included foundation recommendations/design for the gravity main relocation that included multiple borings at depths of 20ft each.		
b.	(1) TITLE AND LOCATION (City and State) C-PS City 6 FM – Coral Gables, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Estela served as the Senior Geotechnical Engineer. This project included geotechnical evaluation with borings at 10' depth, performed in the swale along the project route to avoid breaking the pavement.		
c.	(1) TITLE AND LOCATION (City and State) City of Coral Gables 2 Force Main Replacement – Coral Gables, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Estela served as the Senior Geotechnical Engineer. This project included geotechnical evaluations with borings every 1,000 LF, as well as a pavement core sample along Douglas Road.		
d.	(1) TITLE AND LOCATION (City and State) Hillcrest Substation – West Palm Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Estela served as the Senior Geotechnical Engineer, performing geotechnical evaluations on this substation for FPL.		
e.	(1) TITLE AND LOCATION (City and State) City of North Miami Breezeswept Tot Lot – North Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Estela served as the Senior Geotechnical Engineer, performing geotechnical evaluations for the new proposed sewer project that included borings.		

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Victor E. Rivera, BSCE	13. ROLE IN THIS CONTRACT Project Engineering	14. YEARS EXPERIENCE a. TOTAL 19 b. WITH CURRENT FIRM 6	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization) MBA, Inter American University, Puerto Rico BS Civil Engineering, Polytechnic University, Puerto Rico		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Gaines Park Community Center and Additional Improvements – West Palm Beach, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – This project consisted of a 25,826 SF Addition, Demolition, New Construction with Site Work, Renovation/Remodel/Repair, Tenant Build-Out to an existing Community Center, Park/Playground, Recreation Center. UES performed construction materials testing.			
b.	(1) TITLE AND LOCATION (City and State) Brightline Boca Raton Station Rail– Boca Raton, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Victor served as the project manager for Brightline Boca Raton Station. UES performed contractor quality control services.			
c.	(1) TITLE AND LOCATION (City and State) Andrews Avenue Bridge Rehabilitation – Fort Lauderdale, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – UES was contracted by Broward County's Highway and Bridge Maintenance Division, to provide construction materials testing for the rehabilitation efforts on Fort Lauderdale's Andrews Avenue Bridge.			
d.	(1) TITLE AND LOCATION (City and State) Bonaventura Fire Rescue Station No. 21 – Weston, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – This project involved new construction of 12,600 SF fire station, including sitework. As consultant to Link Construction, GFA/UES provided construction materials testing.			
e.	(1) TITLE AND LOCATION (City and State) Fire Station 68 – Davie, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – As consultant to RC Development Group, UES provided materials testing for construction of Fire Station No. 68 in the city of Davie.			

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7/2021) PAGE 2

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Ronald Robinson		13. ROLE IN THIS CONTRACT Laboratory Manager	
		14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 9
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Ron's ACI certifications include Concrete Field-Testing Technician Grade 1; Concrete Lab Testing Technician Grades 1 and 2; Aggregate Testing Technician Level 1; Aggregate Base Testing Technician; Concrete Strength Testing Technician. He holds CTQP certifications including Concrete Lab Technician Level 1; Aggregate Testing Technician; Aggregate Base Testing Technician; Earthwork Construction Inspection Levels 1 and 2; Qualified Sampler Technician, and LBR Technician.			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Brightline Loxahatchee Bridge - Jupiter, FL	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE As consultant to Scott Bridge Company GFA dba UES is conducting construction materials testing. Mr. Robinson serves as Construction Materials Testing Lab Manager. Fee: \$ 17,035.00.		
b.	Sunshine Mine – Palm Bay, FL	2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE As consultant to Blue Goose Construction, GFA/UES performed materials testing for the Sunshine Mine. Ron served as Project Manager. Fee: \$24,731.00.		
c.	5 Stones Mine (Various Locations), Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE As consultant to Macaya Materials, GFA/UES is conducting materials testing for 5 Stones Mine. Ron serves as Laboratory Manager. Fee: \$59,078.00		
d.	Coastal One Monitoring Well Installation – Hobe Sound, FL	2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE As consultant to Coastal Waste & Recycling, GFA/UES performed a geotechnical evaluation during a monitoring well installation effort. Ron served as Laboratory Manager. Fee: \$4,225.00.		
e.	Seacoast Utilities Office Complex Replacement – Palm Beach Gardens, FL	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE This project involved construction of an operations building, warehouse building, administrative building, equipment storage building, lunch pavilion and storage building for Seacoast Utilities. GFA International, Inc., dba Universal Engineering Sciences performed construction materials testing, geotechnical engineering, and special inspections. Ron serves as Laboratory Manager. Fee: \$53,698.00.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Paul Danforth, PE, SI	13. ROLE IN THIS CONTRACT Vice President Corporate/Director of Risk Management	14. YEARS EXPERIENCE a. TOTAL 39 b. WITH CURRENT FIRM 20	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences (UES) – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization) Bachelor of Science in Civil Engineering, North Carolina University		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer – FL, TX, MS, LA, AL Florida Special Inspector - #1103	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Co-author of "Turbine Pedestal Cracking at FPL's Martin Plant Unit 2" published in Sept. 1990 issues of "Electric World" magazine			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Town of Jupiter City Hall – Jupiter, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GFA dba UES performed Construction Materials Testing.		☒ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Palm Beach Gardens City Hall – Palm Beach Gardens, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GFA dba UES performed Construction Materials Testing.		☒ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) Palm Beach County Courthouse – Palm Beach Gardens, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GFA dba UES performed Geotechnical Evaluations for SOG and water intrusion assessments		☒ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Southfork High School – Stuart, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Martin County School District contracted GFA dba UES to perform a geotechnical evaluation that included 7 SPT borings at 20ft.		☒ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) Roger Dean Chevrolet Stadium (Multiple Projects) – Jupiter, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 1991-2021	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Danforth has performed Geotechnical Investigations, Soil Improvement Verification, Threshold Inspections, and Construction Materials Testing for multiple projects for the training facility.		☒ Check if project performed with current firm	

TAB B

Experience of the Firm

SIMILAR CONTINUING CONSULTING SERVICES CONTRACTS

Project #1	Sanitary Sewer Improvement (Town of Jupiter)
Client Name:	Town of Jupiter
Project Description:	Construction Materials Testing and Geotechnical
Project/Contract Dates:	3/2024
Total Length of Contract:	Current, Estimated 2 months
Core Team Members:	Victor Rivera

Project #2	Jupiter Community Park Improvements
Client Name:	Town of Jupiter
Project Description:	Construction Materials Testing and Geotechnical
Project/Contract Dates:	9/2023
Total Length of Contract:	4 months
Core Team Members:	Tom Montano, Victor Rivera

Project #3	Jupiter Lakes Water Distribution Improvements
Client Name:	Town of Jupiter
Project Description:	Construction Materials Testing and Geotechnical
Project/Contract Dates:	7/2023
Total Length of Contract:	6 months
Core Team Members:	Tom Montano, Victor Rivera

Project #4	Town Hall Green Area Soil Evaluation
Client Name:	Town of Jupiter
Project Description:	Construction Materials Testing and Geotechnical
Project/Contract Dates:	12/2023
Total Length of Contract:	2 months
Core Team Members:	Tom Montano, Victor Rivera

Project #5	PBG Police Department Expansion
Client Name:	Palm Beach Gardens
Project Description:	Geotechnical
Project/Contract Dates:	12/2023
Total Length of Contract:	30 day
Core Team Members:	Tom Montano, Erik Soderstrom

TAB C

Approach to Contract Administration

APPROACH TO CONTRACT ADMINISTRATION

Project Management

UES approaches project management as the process of planning, organizing, tracking, and managing tasks and resources that are required to accomplish a defined objective, usually within constraints of time, regulatory mandates, and/or costs. Working under the direction of the contract manager, UES' project managers understand that client satisfaction is the objective of any project. They are committed to leading a planned, organized, and detail-oriented approach for each project.

To fully optimize our clients' success, we also take additional measures to address principles of project management that are typically overlooked. These principles include:

- A clear understanding of a client's needs, goals, and contractual requirements
- A clear understanding of a client's work philosophy and operational procedures
- A broad-based equipment and resource pool consisting of well-maintained gear readily available for use
- A document control and records keeping system which allows expedited report preparation and retrieval of archived reports, drawings, and critical documentation
- An integral Quality Assurance/Quality Control (QA/QC) system in place that all personnel understand and implement
- A financial management and invoicing system geared exclusively to the client which enables seamless processing of project costs
- An advanced level of detailed knowledge pertaining to the regulatory agency mandates and guidelines governing a particular task or scope of work

Communication

UES prides itself on the level of work performed. Our geotechnical and environmental teams - including highly skilled Engineers specializing in geotechnical investigations, lab testing, environmental investigations, and cultural resources - are tasked with delivering the most prompt of services to our clients. Our ability to respond in a timely manner is what sets us apart in our industry.

different projects, their progress, potential savings and development approaches. It is through these meetings that Santa Rosa County will get the benefit of not one excellent engineer, but a whole team.

Additionally, as noted, our engineers and field technicians are all equipped with late-model vehicles (including a mobile computing solution outfitted with the latest hardware and software upgrades).

This approach provides our team with enhanced communication abilities. The mobile system allows our project teams to provide real-time results and other documents in the field.

Additionally, every employee is equipped with a smartphone. Contact numbers are shared with our municipal partners and customers.

Preparing Proposals/Construction Cost Estimating

UES initiates the project by developing a preliminary cost estimate, carefully considering current market conditions and advancements in materials and technology to establish a realistic budget. Following this, the project team schedules a meeting to review the initial budget and presents findings to the client. If the preliminary budget surpasses approved figures, value engineering is conducted to propose the most cost-effective solution. Once approved, we remain involved from mobilization to final contract closeout, ensuring adherence to the budget. Preliminary budgets incorporate fees from qualified subconsultants where applicable to enhance accuracy. Upon estimate approval and contract award, our authorized representative oversees cost control and schedule management, while the project managers assist in cost management and invoice approval per the contract and trade agreements.

Once this budget is approved, UES maintains involvement from mobilization through the final contract closeout to ensure the budget stays on track.

Our thorough approach has resulted in numerous final estimates in line with preliminary budgets. Our preliminary budgets also include fees from qualified subconsultants - where applicable - to ensure our final figures are as accurate and thorough as possible.

Weekly meetings are held in order to assess Upon approval of the estimate and subsequent contract

award, UES' Authorized Representative will manage cost control on the project and maintain awareness of cost and schedule. UES' assigned project managers also assist in cost management and invoice approval based on the contract and trade contracts. UES' experienced staff will be involved and promptly notify the client of any deviations.

Quality vs. Cost Resolution

Should cost estimates stray from the original budget, we will proactively present alternatives for value engineering. Our methodology helps projected costs to remain within budget guidelines without sacrificing quality.

This transparent process encourages an open dialogue among all interested parties regarding solutions and approvals.

SCHEDULE DEVELOPMENT

Reasonable schedules will be developed using standard scheduling techniques including a project network with critical path layouts, and milestone planning during development of the project schedules. During performance of the project, real-time comparisons will be made against the planned project schedule to monitor the progress of the project. Variances between the planned versus actual schedule will be closely monitored and investigated to determine if any issues are being encountered.

If issues are encountered, corrective actions will be initiated. When these project cost and/or schedule issues are identified, the contract manager will characterize the extent of the issue and devise contingency plans as appropriate

BUDGET & COST CONTROLS

We present our expected budget in advance and do not exceed our cost estimate without written approval from the client. Using Deltek Vision®, we track project progress with a focus on budget balance information to ensure we meet both deadline and cost expectations.

Once awarded a project, UES' management team meets with the client to identify cost estimates for the project scope. We provide recommendations to manage costs before work has begun and once cost issues have been resolved. All fees are all-inclusive. Upon approval from the client, a Work Order is prepared to authorize UES to perform the services. We invoice only for the actual services provided.

We do not exceed the Work Order amount unless prior approval is received from the client. It is our mission to communicate with the client before and during the work to agree upon mutually beneficial cost management terms.

COMMUNICATION/MEETING ATTENDANCE

Establishing clear and open lines of communication is essential for the success of any project. Our project management team is committed to being accessible and responsive throughout the entire duration of the project. Our team members are available through various channels, including phone, email, in-person meetings, or virtual communication platforms.

CONFLICT RESOLUTION

We recognize that occasionally conflicts arise within a project or contract. If, for any reason, the Contracting Officer is not satisfied with the response they receive from a project team member regarding a dispute, they are encouraged to discuss the matter with anyone in the UES organization. Reconciliation of the matter will become a priority and noted to avoid similar future disputes. The matter may also be incorporated into UES' best practices if found to be beneficial to our team, the project, or the client.

Universal Engineering Sciences

Florida's Leading Engineering Source

Scott Pokorny
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458
Phone: (561) 741-2379
Email: ScottP@jupiter.fl.us

Proposal for Testing Services

Pine Gardens North Infrastructure Improvements
East Indiantown Road, Jupiter, FL 33477

Proposal No. 22-7960
Opportunity No. 3310.0422. 043

June 13, 2022



June 13, 2022

Scott Pokorny
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458
Phone: (561) 741-2379
Email: ScottP@jupiter.fl.us

**RE: Proposal for Testing Services
Pine Gardens North Infrastructure Improvements
East Indiantown Road, Jupiter, FL 33477
Proposal No. 22-7960.00**

Dear Scott:

Universal Engineering Sciences (UES) appreciates the opportunity to become a part of your project team. Our team of professionals are dedicated to making this project a success both on schedule and within budget. We are proud of our commitment to maintaining the highest levels of customer service and client satisfaction, and respectfully submit the following for your consideration:

PROJECT DESCRIPTION

UES understands that the project will consist of water and drainage improvements at Pine Gardens North with associated sitework, located in Jupiter, Palm Beach County, Florida. Documents provided to UES were civil plans by Hazen, dated March 2022.

SCOPE OF SERVICES

UES anticipates that the following services will be required for this project:

1. Construction Materials Testing

Pine Gardens North Infrastructure Improvements
Project No. 18-5519.57

June 13, 2022

UES's scope of services includes performing the construction materials testing in general accordance with the project specifications and the permitted documents. In general, UES anticipates the following will be required:

Description	Rate	Est. Qty.	Estimated Total
Pavement Area Soils			
Stabilized Subgrade Density - Curb*	\$22.00 Each	20	\$440.00
Base Density*	\$22.00 Each	100	\$2,200.00
Sidewalk Density*	\$22.00 Each	40	\$880.00
Laboratory Testing			
Proctor	\$85.00 Each	5	\$425.00
Underground Utilities Below Pavement			
Storm Drain Backfill Density*	\$22.00 Each	700	\$15,400.00
Water Line Backfill Density*	\$22.00 Each	100	\$2,420.00
Concrete Testing			
Test Cylinders**	\$80.00 Set	40	\$3,200.00
Engineering Review of Test Results			
Review of Test Results by Professional Engineer	\$130.00 Hour	8	\$1,040.00
Technician Time			
Technician Standby Time	\$50.00 Hour	88	\$4,400.00
Full-Time Monitoring of Backfill (If Needed)	\$50.00 Hour		TBD
ESTIMATED TOTAL:			\$30,405.00

* Minimum 4 tests per trip and 1 hour

** Minimum 1 set per trip and 1 hour

UES will only invoice for actual services performed, potentially resulting in a lower final cost.

Pine Gardens North Infrastructure Improvements
Project No. 18-5519.57

June 13, 2022

CLOSING

UES appreciates the opportunity to submit this proposal and looks forward to working with you as a member of the project team. Please contact the undersigned at 772.924.3575 if you have any questions or comments.

From our team to yours,

Universal Engineering Sciences
FBPE #4930



Antonio Torres
Business Development



Karla Gabay
Business Manager



Thomas Montano, P.E.
Business Manager

AUTHORIZATION

All services will be conducted in accordance with this proposal and the **Town of Jupiter Contract W1613** which is a part of this agreement.

TOWN APPROVAL OF SCOPE OF SERVICES & FEE

SIGNATURE _____ DATE _____ NTP DATE _____ COMPLETION DATE _____

PRINTED NAME _____



**A Universal
Engineering
Sciences
Company**

Geotechnical Engineering | Construction Materials Testing and Inspections
Building Code Compliance | Environmental, Health & Safety | Facilities Consulting

LOCATIONS

Atlanta, GA	Hagerstown, MD	Pensacola, FL
Buford, GA	Irvine, CA	Port St. Lucie, FL
Chantilly, VA	Jacksonville, FL	Reno, NV
Charlotte, NC	Kennesaw, GA	Rockledge, FL
Clewiston, FL	Las Vegas, NV	Sarasota, FL
Daytona, FL	Miami, FL	St. Petersburg, FL
Delray Beach, FL	Ocala, FL	Tampa, FL
Douglasville, GA	Orlando, FL	Tifton, GA
Fort Myers, FL	Palm Coast, FL	West Palm Beach, FL
Fort Pierce, FL	Panama City, FL	
Gainesville, FL	Pelham, AL	

December 21, 2023

Mr. Scott W. Isberner, P.E.
Town of Jupiter Engineering Division
210 Military Trail
Jupiter, Florida 33458
Email: Scott@jupiter.fl.us
Phone: (561) 741-2281

**RE: Proposal for Geotechnical Exploration
Street Resurfacing and Miscellaneous Roadway Improvements EPW 2022
Various Locations, Jupiter, Florida
Proposal No. 18-5519.71 REV#1**

Dear Mr. Isberner:

GFA International, Inc. (GFA) is pleased to submit this proposal for performing the requested services for the above referenced project.

Per our recent email correspondence, we understand the project consists of conducting sixty seven (67) pavement core tests at Avenue A, Curick Hall Road, Main Street, North Pennock Lane, Parkside Drive, Philadelphia Drive, Stadium Drive, University Blvd., Barbacoa Drive, Bermuda Drive, Grenada Drive, and the Abaco Community Park within Jupiter Florida. You have provided a site plan showing the locations of the cores. GFA anticipates MOT will be necessary therefore a note from a third party has been added to this proposal.

Our summary report will include the results of the field exploration, including the thickness of the asphalt pavement and base rock at each core location. Any additional testing that may be required can be requested and added to our work scope per our agreed upon rates.

Our scope of work and fee estimate is attached. The fees are in accordance with our continuing services contract with the Town of Jupiter Contract W1821A.

GFA International appreciates the opportunity to be considered for this project. If you have any questions, please call Erik Soderstrom at (772) 236-7935.

Respectfully submitted,
GFA INTERNATIONAL, INC.
CA#4930



Erik Soderstrom, E.I.
Geotechnical Department Manager
Attachments: Project Scope and Fee Estimate
General Conditions

**Project Scope and Fee Estimate
Geotechnical Exploration
EPW 2024-01
Jupiter, Florida**

Date: 12/21/2023
Notes:

	<u>Item</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Total</u>
I. FIELD SERVICES				
	Mobilization SPT, Auger, Exfil Rig, each rig type	1	\$150.00	\$150.00
SPT BORINGS				
	<u>Cores</u>			
Roadway	67			
	Asphalt Cores Base & Thickness	67	\$50.00	\$3,350.00
	Mot (Flagging Technician) (internal)	24	\$55.00	\$1,320.00
	Field Subtotal:			\$4,820.00
II. PROFESSIONAL & TECHNICAL SERVICES				
	P.E, Hr		\$110.00	\$330.00
	Staff Engineer, hr	6	\$85.00	\$510.00
	Sr. Tech., CADD, hr		\$75.00	
	Clerical, hr (Logs)		\$45.00	\$180.00
	Professional Subtotal:			\$1,020.00
III. Subcontractors				
	MOT services		\$1,073.63	\$536.82
	TOTAL ESTIMATE:			\$6,376.82

TAB D

**Approach to Field
and Laboratory
Services**

APPROACH TO FIELD AND LABORATORY SERVICES

Firm Certifications

UES prides ourselves on maintaining appropriate certifications for all testing laboratories, including CMEC, ASTM, and FDOT.

Our Inspection Credentials

- Master Code Professional (International Code Council)
- Certified Building Official (International Code Council)
- Certified Building Official (Council of American Building Officials)
- Code Enforcement and Administration Professional (Southern Building Code Congress International)

Approach to Field Services

Geotechnical services typically involve five critical steps.

First, preliminary field work must be done. A geotechnical engineer collaborates with the client representative to determine the project objectives. The engineers will determine appropriate locations and depths for taking soil samples. Boring locations will include areas where structures, pump stations, levees, culverts and water control structures require geotechnical data.

In addition, engineers will develop preliminary concepts for drainage structures and pavements that may be needed to direct water away from buildings. A thorough proposal will be developed detailing a scope of services, fees, and report submittal milestones.

The second step, exploration, begins with drilling and recovering soil and rock samples using such techniques as standard penetration testing, rock coring, cone penetrometer soundings and/or vibracore sampling. Our drillers are versed in all these type of drilling technique.

A geotechnical engineer will take a series of soil samples from each of the defined boring locations, paying special attention to recovered materials and penetrating resistance.

If adjustments need to be made to the field sampling plan then the field engineer will make

appropriate arrangements with the filed crews after discussing this with the Town.

Laboratory tests and sample review is the third stage (materials testing). All soil samples obtained in the field investigations are thoroughly examined visually in our laboratory in accordance with ASTM D-2488 to obtain an accurate definition of the geomorphic conditions and properties of the soil. Engineers evaluate soil samples for strength, moisture, density and other characteristics and properties. Random laboratory tests are performed on soils within the foundation bearing depths to verify visual classifications. These tests may consist of gradation analysis and organic content testing on soil samples.

The UES team then develops final detailed boring logs with depict the soils encountered. These boring logs illustrate the soils encountered in graphic detail and penetration resistance values logged during drilling and sampling activities.

A geotechnical report, is the forth step in the process. It provides a detailed analysis of subsurface conditions at the study location.

Our team will then make the appropriate evaluation in order to make recommendations with respect to foundation support of structures and slabs; soil bearing pressures; bearing elevations; and foundation design recommendations. As part of the analysis, and only if necessary, UES will advise our client as to the need for improvements to the soils on the site.

The report's recommendations will guide the construction process. Recommendations cover issues in site preparation and drainage, as well as in footing, slab, seawall, bulkhead and pier design. The written report documents the alternatives proposed with supporting data and confirms the implementation plan accepted by management. Specific organization for the report is unique to each study.

Last, but equally important, geotechnical services include monitoring and consulting during site preparation and construction.

Field Investigation QA/QC Process

The Technical Service Managers (field inspections and/or drilling), working under the direction of the Principle-In-Charge, will ensure that Field Services and Drilling Services operations, including

subconsultants, have copies of the UES' QA/QC Plan, updated versions of USACE field sampling protocol, appropriate ASTM specifications, and a uniform set of field (data recordation) forms.

The Technical Service Managers (field inspection and/or drilling) will perform periodic audits of field equipment condition, equipment calibrations, and personnel training levels/ certifications. Any deficiencies will be reported to the Principal-In-Charge for correction.

During the course of the work, field reports, field test results, and drilling logs will be reviewed daily by the Technical Service Manager for completeness, accuracy, and anomalies. Anomalous data will be reported immediately (e-mailed or hand-carried) to the Project Manager. The Technical Service Manager will make a field visit the next day to evaluate procedures and conditions and report findings to the Project Manager. In some situations, that evaluation process may occur the same day through radio communications between the Technical Service Manager and field crew. Decisions to add work scope (e.g., supplemental borings) to better define anomalous conditions will be made by the Project Manager and the client jointly and quickly while the equipment is still in the field. Routine field reports and logs will be reviewed by the Technical Service Manager and forwarded to the Project Manager.

Laboratory Testing QA/QC Process

The Technical Service Manager (laboratory), working under the direction of the Principle-In- Charge, will ensure that laboratory personnel, including subconsultants, have copies of the UES' QA/QC Plan, updated versions of appropriate ASTM test methods and specifications, and a uniform set of lab (data recordation) forms

During the course of the work, laboratory reports and data sheets will be reviewed daily by the Technical Service Manager for completeness, accuracy, and unusual results. Anomalous data will be reported immediately (faxed or hand carried) to the Project Manager. The Technical Service Manager will review unusual results with the laboratory technician including sample preparation and testing procedures used. If additional sample material is available, the Technical Service Manager may authorize a second test under close supervision. The Technical Service Manager will report those findings

to the Project Manager. Decisions to add work scope (e.g., supplemental tests) to better define unusual soil/material properties will be made by the Project Manager and the client jointly. Routine laboratory reports and data sheets will be reviewed by the Technical Service Manager and forwarded to the Project Manager.

Samples from test borings will be classified by a geotechnical engineer, geologist, or experienced laboratory technician in accordance with the Unified Soil Classification System and appropriate geological nomenclature. Samples for roadway design projects will be classified in accordance with the American Soil Classification System. The results of the borings will be drafted using AutoCAD and/or gINT, depending on client preference. The drafted logs will be checked by the Project Manager.

Maintenance of Field-Testing and Laboratory Equipment

The Technical Service Manager (laboratory) will perform periodic audits of laboratory equipment condition, equipment calibrations, and personnel training levels/certifications. Any deficiencies will be reported to the Principal-In-Charge for correction.

Our laboratory is inspected annually by the Construction Materials Engineering Council (CMEC) to ensure that our personnel are trained and qualified to perform the laboratory tests and that all of our testing equipment is calibrated correctly. This intensive week-long inspection by CMEC is surpassed in thoroughness only by our own in-house inspection process. Past inspections have revealed that UES has some of the finest testing facilities in the state of Florida and is in full compliance with the requirements of CMEC, FDOT, and ASTM. We continually maintain and improve our engineering procedures, hardware, software, and laboratory/field/drilling equipment. Our service records and quality assurance manual are readily available for our clients to review at any time.

Scheduling

We understand that lab testing turnaround time, in addition to accurate test results, is critical to our clients. UES has a full-service lab conveniently located near this project and staffed with qualified CTQP personnel.

Due to the nature of our materials testing and inspection, and threshold services, many of our

project assignments are short-term in nature, typically ranging from one day to two weeks. As such, we have the ability to handle new projects to replace our assignments being completed on a weekly basis. We pride ourselves in being able to complete assignments on time with the appropriate resources. Based on our current and projected workload, we have the manpower and equipment to increase our current workload volume.

Training

Field Technician receive the following training through JJ Keller:

Construction Safety Basics Module 1:

Work Practices covers the following topics: Wellness, Back Safety, Slips, Trips, & Falls, Personal Protective Equipment, Fall Protection

Construction Safety Basics Module 2:

Work Environment covers the following topics:

Health Hazards, Hazard Communication, Safety Signs & Tags, Electrical Safety, Fire Safety, Hot Work, Confined Spaces, Trenching & Excavations, Work Zones & Flaggers, Temperature Extremes

Excavations for Construction

Overview: No matter what job you may perform at a construction site, if you are going to work in or near an excavation, a working knowledge of OSHA's excavation safety standard is required. This on-line course is designed to teach you how to avoid becoming the victim of an excavation accident and to help you prevent others from being injured.

Back Safety

Overview: This course is designed to help learners address the importance of lifelong back safety and proper lifting techniques they can use both on and off the job.

Heat Stress

Overview: This course is designed to help learners understand the dangers of heat stress in both indoor and outdoor environments and how to prevent and respond to a heat stress emergency.

Data/Report Administration

All of our sample results are uploaded by the laboratory managers to track the progress of samples during all steps of sampling, testing and reporting. Utilizing our company-wide server will allows the UES Contract Manager to perform real-time oversight of laboratory testing flow for any sample delivered to our laboratories. Each of our laboratories follows the Quality Systems Manuals and have Quality Assurance oversight by our Quality Systems Manager.

Field Data Collection (FDC) is proprietary software used by UES technicians to gather testing data. Following a client's request for service, a work order will immediately be created, and a UES field technician will be scheduled and dispatched to the test site. With the use of remote devices in the field, the information gathered by the technicians is saved and transmitted to our office where, in conjunction with samples taken from the field, lab tests are performed and recorded. The resulting data is uploaded to our dispatch and scheduling application where reports are generated and reviewed by a project manager for quality. Once approved, the reports are then sent electronically to the client.

This entire process begins and ends with the client—and fact that every UES employee involved in the process understands resulting in diligent attention to detail, commitment, and accuracy.

Standby Time

Standby time is charged if a technician remains on site for one hour without engaging in any testing service. The Town would be charged for each hour the technician is on site and no services are provided.



Project No:
Report No.:
Workorder No.:
Lab No.:
Date 1st Issue:

607 Northwest Commodity Cove, Port St. Lucie, FL 34986 - P: 772-924-3575 - F: 772-924-3580

Compressive Strength of 4" x 8" Cylinder Test Specimens (ASTM C-39)

Client:

Project

Structural Element:		Sample Location:	
Set#3 of 3	Sample From:	Sample By:	At Lab On or Before:
General Information		Specified Strength / Sampling Times	
General Contractor:		Specified Strength: 0000 psi @ 28 days	
Subcontractor:		Mix Design Strength: 0000 psi @ 28 days	
Supplier:		Water Added at Site: N/A	
Truck No.:		Time Batched:	
Ticket No.:		Time Sampled:	
Mix Design: Admixture:		Weather Condition:	
		Placement Information	
		Truck Load: 00.00 cu yds.	
		Cumulative Quantity: 00.00 cu yds.	
		Total Placement for the Day: 00.00 cu yds.	

Field Test Results

Air Content:	N/A	Slump:	7.00 inches	Ambient Temp:	64 °F	Concrete Temp:	75 °F	Unit Weight:	N/A		
Results of Laboratory Testing											
Test Results	Date Tested	Age Days	Type Of Fracture	Actual Dimen.1 (in)	Actual Dimen.2 (in)	Avg. Dimen. (in)	Test X-Sect. Area (in²)	Max Compressive Load (lbs)	Test Compressive Strength(psi)	Average (psi)	Lab Tech ***
1*G*		7	-	-	-	-	-	-	-	-	-
2*G*		28	-	-	-	-	-	-	-	-	-
3*G*		28	-	-	-	-	-	-	-	-	-
4*G*		28	-	-	-	-	-	-	-	-	-
5*H*		56	-	-	-	-	-	-	-	-	-
Remarks	Cylinders are tested at seven (7) days to get an early indication of the potential strength of the concrete, but the seven (7) day results are not to be used for concrete acceptance. When the compressive strength of the concrete has reached 70% of the specified strength, it is a reasonable practice to use this as an indication that 100% of the specified strength will be attained by twenty-eight (28) days.										
Note	- *H*- Hold Cylinder - *D*- Defective Cylinder, Un-testable - *E*- Excluded From Average - *G*- Good Condition										
Note	Test Results represent the Structural Element specified only						If an air test was not completed, that deviates from C31 procedure				
Note	Test in compliance with approved plans and specifications						Max/Min Temperatures were not recorded, that deviates from C-31 procedure				



Type 1
Reasonably well formed cores on both ends, less than 1 in. (25 mm) of cracking through caps.



Type 2
Well formed core on one end, vertical cracks running through core, no well-defined core on other end.



Type 3
Coarse vertical cracking through both ends, no well-defined cores.



Type 4
Diagonal fracture with no cracking through ends, top with hammer to distinguish from Type 1.



Type 5
Side fractures or top or bottom (prior core) with unbordered caps.



Type 6
Similar to Type 3 but end of cylinder is pointed.

Sampled per ASTM C-172 - Yes
Air Content Performed per ASTM C-173 or C-231 - Unknown
Unit Weight Performed per ASTM C-138 - N/A
Slump Performed per ASTM C-143 - Yes
Concrete Temperature Performed per ASTM C-1064 - Yes
Molded per C-31 - Yes
Initially Cured per ASTM C-31 - No
Capped in Lab to ASTM C-1231
Cured & Tested in Lab per ASTM C-31 & C-39 - Yes
This Form Conforms With ASTM C-39

Reviewed By
GFA International, Inc
FBPE Registry No.

STATE OF FLORIDA
Professional Engineer No. 69952

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TAB E

Approach to Project Documentation

APPROACH TO PROJECT DOCUMENTATION

Software Capabilities

Our inspectors, plan reviewers, and building officials are all equipped with late-model vehicles (including a mobile computing solution outfitted with the latest hardware and software upgrades). This approach provides our team with enhanced communication abilities.

The mobile system allows inspectors to provide real-time inspection results and other documents in the field. Additionally, every employee is equipped with a smartphone. Contact numbers are shared with our customers.

At the firm level, UES relies upon a licensed, proprietary, and comprehensive software system to successfully manage our daily operations and all aspects of a project.

At the top level, our company utilizes Microsoft Windows 10 on all PCs in conjunction with Office 365, Sophos Cyber Security, Fortinet Firewall and Ransomware, a secured VPN, and GoToMeeting.

UES relies upon a comprehensive system of software, both licensed and proprietary, to manage our day-to-day operations successfully and maintain all aspects of a project.

Deltek Vision lies at the center of our system. This system is an established industry standard and is used extensively throughout the A/E/C community. This software serves as our main database, capturing every project detail, such as the scope of work, duration, subconsultants used, and primary personnel. It also houses all of our client-based information and allows for detailed report generation. All information is archived in Deltek Vision. Another important function of Deltek Vision is billing. The book-keeping capabilities of this component are made possible due to the massive amount of captured project and client information.

To ensure that all of these systems work seamlessly together, UES has a full-time Application Business Analyst and Software Developer on staff.

UES Gadget Software

Following a client's request for service, we will immediately create a work order, and a properly credentialed UES inspector will be scheduled and dispatched to building site. We use the proprietary UES Gadget software to manage all incoming

requests, workorders, and reporting. Clients will be able to request inspections and view results of inspections on our BID client portal.

With the use of remote devices in the field, the inspector's information is saved and transmitted to our office.

The resulting data is uploaded to our dispatch and scheduling application, where reports are generated and reviewed by a project manager for quality. Once approved, the reports are then sent electronically to the client.

Field Documentation

UES has developed an industry-proprietary Field Data Collection System utilized by our team members to report all project related inspections and materials testing services, this system has a linked laboratory module that allows our staff to access and communicate pertinent results close to real-time. Our inspectors and field technicians will observe FDOT, ASTM, and County standards, rules, and policies in inspection, sampling, testing, verification and approval of construction materials, and all deliverables will be appropriately reported. Our Special Inspector/Project Engineer, will sign and seal all geotechnical and materials testing reports to ensure that the services provided comply with the most current edition, including updates, of all applicable manuals and guidelines as well as state and federal regulations. The timely submittal of all required deliverables and documentation, including daily field reports, will be submitted to the Town of Jupiter. All draft reports will be used to submit the signed and sealed reports and will provide accurate information as to the type, location, and time spent on the tests. These draft reports are signed by our Team's technician and by the Town's inspector if warranted. Our Project Manager, will monitor these activities with the entire Team and ensure that coordination and communication are maintained throughout the life of the project. Each task has a specific deliverable that must be completed in within turnaround times. Our clerical staff will make sure that the submitted written reports on all inspections and testing include all findings, conclusion, and recommendations determined during testing procedures. Our Project Manager, shall sign and seal a certification on all reports stating that the tests have been prepared in accordance with all applicable industry standards.

Records Management

We have a document control/record keeping system which allows expedited report preparation and retrieval of archived reports, drawings, and critical documentation related to the project.

Laboratory Documentation

All of our sample results are uploaded by the laboratory managers to track the progress of samples during all steps of sampling, testing and reporting. Utilizing our company-wide server will allow the UES Contract Manager to perform real-time oversight of laboratory testing flow for any sample delivered to our laboratories. Each of our laboratories follows the Quality Systems Manuals and have Quality Assurance oversight by our Quality Systems Manager.

Field Data Collection (FDC) is proprietary software used by UES technicians to gather testing data. Following a client's request for service, a work order will immediately be created, and a UES field technician will be scheduled and dispatched to the test site. With the use of remote devices in the field, the information gathered by the technicians is saved and transmitted to our office where, in conjunction with samples taken from the field, lab tests are performed and recorded. The resulting data is uploaded to our dispatch and scheduling application where reports are generated and reviewed by a project manager for quality. Once approved, the reports are then sent electronically to the client.

Budget

UES is well aware that construction projects face many challenges: budget constraints, safety issues, environmental impact, etc.

By applying value methodology (value engineering, value analysis, or value management) to construction projects, UES can save its clients significant amounts of money and time. These concepts benefit UES clients and taxpayers.

Value Methodology

UES applies Value Methodology wherever cost or performance improvement is desired. That improvement can be measured in monetary aspects or other critical factors such as productivity, quality, time, energy, environmental impact, and durability. It can beneficially be applied to virtually all areas of construction. Concerning this submittal, Value Methodology applies to professional engineering services, primarily in the geotechnical arena.

Cost Control

It is UES' obligation to be cost-conscious in our attempts to ensure that our client's needs are met. We are responsive to our client's needs without compromising the work's integrity.

We have developed an effective policy in partnering with our clients throughout our contracts.

Once awarded a project, UES's principal management team will meet with the Town of Jupiter representatives to identify cost estimates for the project scope. Recommendations will be made at this point to manage costs before the actual work has begun, and once cost issues have been resolved, only then does UES commence work. Our mission is to communicate with our clients before and during the work to come to mutually agreeable terms. We intend to provide the Town with comfort, knowing that UES views cost management as a critical concern.

UES maintains complete management control over the scheduling and quality of our work. Should a problem arise with which the Town is uncomfortable, we urge your representative to contact our Senior Management or Principals in our firm for immediate resolution.

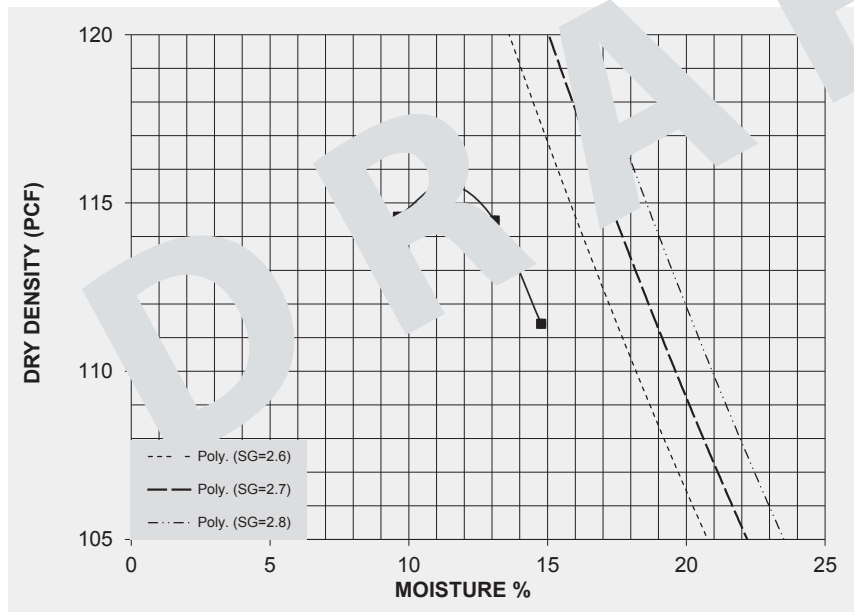
Since the company's inception, we have committed to an "open door" policy with all of our clients and employees and have found this to be profitable and agreeable.



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Moisture - Density Relations of Soils Using a 10-lb Rammer and a 18-in. Drop (Modified Proctor) AASHTO T 180

Project:	Sanitary Sewer Improvement (Town of Jupiter) - CMT	Project No.:	3310.2400061.0000
Address:	Central Blvd., Jupiter, Palm Beach County, FL 33458	W/O No.:	323475
Client:	Town of Jupiter, FL	Report No.:	165
Material Location:	Pipe backfill		
Sampled By:	V Rivera	Date Sampled:	2/15/2024
Tested By:	JC	Date Tested:	2/20/2024
Material Description:	Grayish brown fine sand, trace rock, tarce shell		
Material Classification:	NA	Rammer:	Mechanical
Test Method Used:	Method C	Preparation Method:	Dry
Comments:		Face:	Sector



Dry Density (pcf)	Moisture (%)
114.6	9.6
115.6	11.3
114.5	13.1
111.4	14.8

Maximum Dry Density (pcf)
115.6

Optimum Moisture (%)
11.3

Respectfully Submitted.
GFA INTERNATIONAL, INC.
FLORIDA REGISTRY #4930



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G Abubakar
Date: 2024.02.22
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Allan G. Abubakar, P.E.
Professional Engineer # 69952
State of Florida

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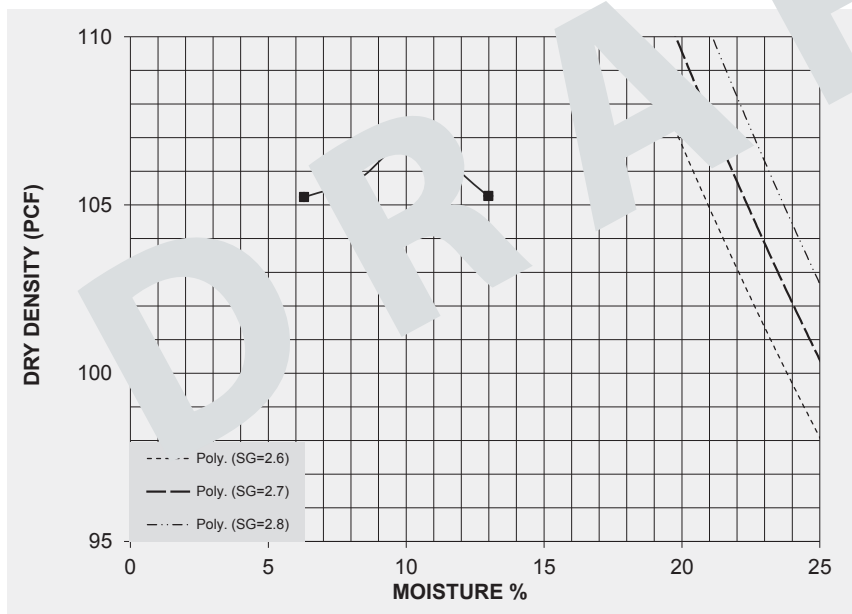
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Moisture - Density Relations of Soils Using a 10-lb Rammer and a 18-in. Drop (Modified Proctor) AASHTO T 180

Project:	Sanitary Sewer Improvement (Town of Jupiter) - CMT	Project No.:	3310.2400061.0000
Address:	Central Blvd., Jupiter, Palm Beach County, FL 33458	W/O No.:	323222
Client:	Town of Jupiter, FL	Report No.:	161
Material Location:	Pipe Backfill - Subgrade		
Sampled By:	V Rivera	Date Sampled:	2/13/2024
Tested By:	JC	Date Tested:	2/16/2024
Material Description:	Gray/brown fine sand, trace shell, trace rock		
Material Classification:	NA	Rammer:	Mechanical
Test Method Used:	Method C	Preparation Method:	Dry
Comments:		Face:	Sector



Dry Density (pcf)	Moisture (%)
105.2	6.3
105.8	8.3
106.9	10.3
105.3	13.0

Maximum Dry Density (pcf)
106.9

Optimum Moisture (%)
10.1

Respectfully Submitted.
GFA INTERNATIONAL, INC.
FLORIDA REGISTRY #4930



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Professional Engineer # 69952
State of Florida

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UES Project No: 3310.2400061.0000
Workorder No: 323223-1
Report Date: 02/23/2024

607 Northwest Commodity Cove, Port St. Lucie, FL 34986 - P: 772-924-3575 - F: 772-924-3580

In-Place Density Test Report

Client: Town of Jupiter, FL
210 Military Trail
Jupiter, FL 33458

UES Technician: Gary Armstrong
Date Tested: 02/14/2024

Project: Sanitary Sewer Improvement (Town of Jupiter)
Central Blvd., Jupiter, Palm Beach County, FL 33458

Area Tested: LIFT STATION TO NEW CLEANOUT 6'
SS

Type of Test:

Field: ASTM D-6938 Nuclear Gauge Method

Material: Backfill

Laboratory: AASHTO T180 Modified Proctor

Reference Datum: 0 = FIRST LIFT of Pipe

The tests below meet the 98% minimum compaction requirement.

Test No.	Location of Test	Range	Maximum Density (pcf)	Optimum Moisture (%)	Field Density (pcf)	Field Moisture (%)	Soil Compaction (%)	Pass or Fail
1	5'NE OFF LIFT STATION FIRST LIFT	0-12 inch	106.9	10.1	106.2	11.5	99	Pass
2	10'NE OFF LIFT STATION SECOND LIFT	0-12 inch	106.9	10.1	106.4	10.8	100	Pass
3	10'NE OFF LIFT STATION THIRD LIFT	0-12 inch	106.9	10.1	108.6	10.4	102	Pass

Remarks: STARTING IN GREEN AREA

Reviewed By
GFA International, Inc
FBPE Registry No.4930



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by Allan G
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STATE OF FLORIDA
Professional Engineer No. 69952

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UES Project No: 3310.2400061.0000
Workorder No: 323475-1
Report Date: 02/23/2024

607 Northwest Commodity Cove, Port St. Lucie, FL 34986 - P: 772-924-3575 - F: 772-924-3580

In-Place Density Test Report

Client: Town of Jupiter, FL
 210 Military Trail
 Jupiter, FL 33458

UES Technician: Gary Armstrong
Date Tested: 02/15/2024

Project: Sanitary Sewer Improvement (Town of Jupiter)
 Central Blvd., Jupiter, Palm Beach County, FL 33458

Area Tested: SANITARY SEWER 6' LIFT STATION
 TO NEW CLEAN OUT

Type of Test:

Field: ASTM D-6938 Nuclear Gauge Method

Material: Backfill

Laboratory: AASHTO T180 Modified Proctor

Reference Datum: 0 = FIRST LIFT of Pipe

The tests below meet the 98% minimum compaction requirement.

Test No.	Location of Test	Range	Maximum Density (pcf)	Optimum Moisture (%)	Field Density (pcf)	Field Moisture (%)	Soil Compaction (%)	Pass or Fail
1	10'E OFF LIFT STATION FOURTH LIFT	0-12 inch	106.9	10.1	108.3	6.6	101	Pass
2	25'NE OFF LIFT STATION FIRST LIFT	0-12 inch	106.9	10.1	106.1	9.2	99	Pass
3	25'NE OFF LIFT STATION SECOND LIFT	0-12 inch	106.9	10.1	110.8	9.8	104	Pass
4	10'S OFF CLEANOUT FIRST LIFT ROADWAY	0-12 inch	106.9	10.1	107.8	14.7	101	Pass
5	22'S OFF CLEANOUT FIRST LIFT ROADWAY	0-12 inch	106.9	10.1	105.9	14.7	99	Pass
6	22'S OFF CLEANOUT SECOND LIFT ROADWAY	0-12 inch	106.9	10.1	106.6	14.8	100	Pass
7	15'S OFF CLEANOUT SECOND LIFT ROADWAY	0-12 inch	106.9	10.1	106.1	14.5	99	Pass
8	15'S OFF CLEANOUT THIRD LIFT ROADWAY	0-12 inch	106.9	10.1	108.0	14.8	101	Pass
9	22'S OFF CLEANOUT THIRD LIFT ROADWAY	0-12 inch	106.9	10.1	108.2	14.8	101	Pass

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UES Project No: 3310.2400061.0000
Workorder No: 323787-1
Report Date: 02/23/2024

607 Northwest Commodity Cove, Port St. Lucie, FL 34986 - P: 772-924-3575 - F: 772-924-3580

In-Place Density Test Report

Client: Town of Jupiter, FL
210 Military Trail
Jupiter, FL 33458

UES Technician: Gary Armstrong
Date Tested: 02/16/2024

Project: Sanitary Sewer Improvement (Town of Jupiter)
Central Blvd., Jupiter, Palm Beach County, FL 33458

Area Tested: 6' SANITARY SEWER AT LIFT STATION
TO CLEANOUT

Type of Test:

Field: ASTM D-6938 Nuclear Gauge Method

Material: RCA

Laboratory: AASHTO T180 Modified Proctor

Reference Datum: 0 = FIRST LIFT of Base Course

The tests below meet the 98% minimum compaction requirement.

Test No.	Location of Test	Range	Maximum Density (pcf)	Optimum Moisture (%)	Field Density (pcf)	Field Moisture (%)	Soil Compaction (%)	Pass or Fail
1	15'S OFF CLEANOUT IN ROADWAY FIRST LIFT	0-8 inch	115.5	14.4	114.0	12.2	99	Pass
2	20'S OFF CLEANOUT IN ROADWAY SECOND LIFT FINISH ROCK	0-8 inch	115.5	14.4	114.0	13.0	99	Pass

Reviewed By
GFA International, Inc
FBPE Registry No.4930



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Allan G. Abubakar, P.E.

STATE OF FLORIDA
Professional Engineer No. 69952

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UES Project No: 3310.2400061.0000
Workorder No: 323787-2
Report Date: 02/23/2024

607 Northwest Commodity Cove, Port St. Lucie, FL 34986 - P: 772-924-3575 - F: 772-924-3580

In-Place Density Test Report

Client: Town of Jupiter, FL
210 Military Trail
Jupiter, FL 33458

UES Technician: Gary Armstrong
Date Tested: 02/16/2024

Project: Sanitary Sewer Improvement (Town of Jupiter)
Central Blvd., Jupiter, Palm Beach County, FL 33458

Area Tested: SUBGRADE IN ROADWAY COMPACT
SUBGRADE IN RW

Type of Test:

Field: ASTM D-6938 Nuclear Gauge Method

Material: Stabilization

Laboratory: AASHTO T180 Modified Proctor

Reference Datum: 0 = Top of Stabilization

The tests below meet the 98% minimum compaction requirement.

Test No.	Location of Test	Range	Maximum Density (pcf)	Optimum Moisture (%)	Field Density (pcf)	Field Moisture (%)	Soil Compaction (%)	Pass or Fail
3	CENTER OF ROADWAY SUBGRADE	0-12 inch	115.5	14.4	115.5	10.0	98	Pass

Prepared By
Universal Engineering Sciences, Inc
FBPE Registry No.4930



Allan G. Abubakar, P.E.

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STATE OF FLORIDA
Professional Engineer No. 69952

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UES Project No: 3310.2400061.0000
Workorder No: 324080-1
Report Date: 02/23/2024

607 Northwest Commodity Cove, Port St. Lucie, FL 34986 - P: 772-924-3575 - F: 772-924-3580

In-Place Density Test Report

Client: Town of Jupiter, FL
 210 Military Trail
 Jupiter, FL 33458

UES Technician: Gary Armstrong
Date Tested: 02/21/2024

Project: Sanitary Sewer Improvement (Town of Jupiter)
 Central Blvd., Jupiter, Palm Beach County, FL 33458

Area Tested: LIFT STATION S.O.G NE CONER FG

Material: Backfill

Reference Datum: 0 = Top of Final Grade

Type of Test:

Field: ASTM D-6938 Nuclear Gauge Method

Laboratory: ASTM D1557 Modified Proctor

The tests below meet the 98% minimum compaction requirement.

Test No.	Location of Test	Range	Maximum Density (pcf)	Optimum Moisture (%)	Field Density (pcf)	Field Moisture (%)	Soil Compaction (%)	Pass or Fail
1	CENTER OF S.O.G EAST SIDE	0-12 inch	106.9	10.1	106.9	6.0	99	Pass

To establish a mutual protection to Universal's clients, the Public and ourselves, all reports are submitted as confidential property of our clients and authorization for publication of statements, conclusions or extracts from or regarding Universal's reports is reserved pending our written approval.



607 NW Commodity Cove, Port St. Lucie, FL 34986 | p 772-924-3575 | f 772-924-3580

Mrs. Rebecca Wilder
Town of Jupiter, FL
210 Military Trail
Jupiter, FL 33458

INVOICE
Please Make Payable to: Universal Engineering Sciences
Remit to: P.O. Box 735401, Chicago, IL 60673-5401
Billing questions contact: uesar@teamues.com

February 23, 2024
Project: No: 3310.2400061.0000
Invoice No: 00795189

PO Number: 20241746

TERMS: Net 30 Days
We accept American Express, Visa Master Card, Discover and ACH

Project: 3310.2400061.0000 Sanitary Sewer Improvement (Town of Jupi
Location: Central Blvd.
Jupiter, FL 33458

Professional Services through February 29, 2024

Phase	3310	Sanitary Sewer Improvement* (Town of Jupi		
Unit Billing				
In-place density test (Minimum of 4)				
2/14/2024	WO# 3232223 - Lift Station	new clean out	4.0 Tests @ 22.00	88.00
2/15/2024	WO# 323475 - Sanitary Sewer		4.0 Tests @ 22.00	198.00
2/16/2024	WO# 3237 - Subgrade	roadway	4.0 Tests @ 22.00	88.00
2/21/2024	WO# 324080 - Sanitary Sewer		4.0 Tests @ 22.00	88.00
Laboratory Proctor (Each)				
2/13/2024	LD 161		1.0 Test @ 85.00	85.00
2/15/2024	LD 165		1.0 Test @ 85.00	85.00
	Total Units			632.00 632.00
			Total this Invoice	\$632.00

TAB F

Completeness of Proposal

ADDITIONAL SERVICES OFFERED

Virtual Design Consulting (VDC)

UES is advancing the A/E/C industry through integrated subsurface & building information modeling. The Virtual Design Consulting Group at UES works closely with architects, engineers, and contractors to help integrate and manage subsurface and building information models (SUE/SIM/BIM) for design-construction projects.

We provide technology-based professional consulting that creates digital models of building components, project sites, subsurface utilities, and geological conditions. Our designers can use these models to visualize and plan building designs processes, schedules, budgets, and more, enabling our clients to make informed, real-world decisions about their assets.

Our highly-skilled and experienced team of specialists uses advanced geophysical techniques, surveying, laser scanning, and 3D modeling to combine valuable underground information with BIM to create the most comprehensive and accurate design models in the industry.

Threshold/Special Inspections

In order to assure structural component conformance of larger structures, the State of Florida Building Construction Standards enacted Chapter 553, which defines a threshold building as: "Any building which is greater than three stories or 50-feet in height, or which has an assembly occupancy classification that exceeds 5,000 square-feet in area and an occupant capacity of greater than 500 persons." This standard also specifies that a building of this size must have threshold inspector services.

On a typical threshold project, an agent of the licensed Special Threshold Inspector conducts a majority of the inspections. This agent is specially trained and qualified to perform structural element inspection. They perform their duties under the supervision and authority of the Special Inspector.

When construction schedule dictates that the agent of the Special Inspector is needed for threshold inspection services, we are capable of supplying additional engineering technicians to perform the materials testing in coordination with the agent of the Special Inspector. We have the staff ready and available.

Environmental Services

As shepherds of the environment UES provides sound solutions that benefit both the communities and clients we serve. We approach each project with conviction and the belief that superior service results from understanding our clients' unique needs.

UES has years of experience across a wide spectrum of services. This includes:

- Due Diligence
- Phase I/II Environmental Site Assessments
- Subsurface Investigations
- Corrective Action Plans
- Underground Storage Tanks Closures and Assessments
- Vapor Intrusion Studies
- Brownfield Site Redevelopment
- Waste Management
- Facility Decommissioning and Closure
- Materials Management and Site
- Development Coordination
- Wetland Studies
- Threatened & Endangered Species Evaluations
- Asbestos Testing & Consulting
- Lead-Based Paint Surveys
- Stormwater Management
- Environmental Compliance Assistance
- Site Rehabilitation/Remediation
- Various specialized environmental offerings.

Building Sciences & Safety

UES is dedicated to safeguarding the health of communities, businesses, and people. Our in-house health and safety experts deliver cost-effective consulting services based on OSHA standards to minimize our client's exposure to chemical, biological, and physical hazards. Each project is approached as an opportunity to inform, educate, and assist.

Our core services include:

- Asbestos and Lead-Based Paint Services
- Comprehensive Industrial Hygiene Services
- Indoor Air Quality Assessments
- Mold Testing and Remediation Design
- HVAC Inspection and Design Review
- Water Intrusion Investigations
- Radon Testing Services
- OSHA Compliance and Safety Services
- OSHA Compliance Audits, Gap Assessments,
- Program Support, and Monitoring
- Training Services
- Infectious Diseases and Emerging Pathogens

UES currently employs five, company wide, Board Certified Industrial Hygienists (CIH)/Board Certified Safety Professionals (CSP), three located in Florida, and multiple consultants and technicians who safeguard the well-being of people — at work, at home, and in the community.

CIHs oversee all industrial hygiene and health and safety work. Laboratory services for industrial hygiene analyses, including biological, lead and asbestos, are provided through our subcontract laboratories. All selected laboratories are independent and are accredited by the American Industrial Hygiene Association (AIHA) and participate in federally sponsored quality assurance programs including the National Institute of Occupational Safety and Health's (NIOSH) Proficiency Analytical Testing (PAT) Program for industrial hygiene analyses, American Industrial Hygiene Association (AIHA) Environmental Microbiology Proficiency Analytical Testing (EMPAT) program and AIHA Environmental Microbiology Laboratory Accreditation Program, EMLAB program.

RESOURCES

Our professional engineers, field technicians, and geologists are registered throughout the United States, holding advanced degrees in their respective professions. Furthermore, we encourage our technicians to develop professional accreditation such as NICET (National Institute for Certification in Engineering Technologies), ACI (American Concrete Institute) certification, and State Departments of Transportation.

Our staff is supported by a comprehensive set of resources, including one of the largest fleets of propane-fueled energy-efficient field vehicles, modern high-capacity drill rigs, and state-of-the-art laboratories capable of performing AASHTO (American Association of State Highway and Transportation Officials), ASTM (American Society for Testing and Materials), FM (Fluid Machines), and USACE (United States Army Corp of Engineers) accredited testing on soils, rock cores, and water samples.

Beyond our personnel, UES owns and operates one of the largest fleets of specialized vehicles and drill rigs in the southeast. These resources are strategically located at our different offices and can be rapidly deployed to any location within our operational area usually the same day.

The undersigned states that this proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this proposal is true and correct.

SUBMITTAL DATE 2/27/24

FIRM NAME GFA International, Inc. dba Universal Engineering Sciences

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 65-0874962

(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL  _____

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Travis Merrick - President, South Florida Division

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL tmerrick@teamues.com

BUSINESS ADDRESS 1215 Wallace Dr, Delray Beach, FL 33444

BUSINESS TELEPHONE 561.347.0070

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Travis Merrick - President, South Florida Division tmerrick@teamues.com

1215 Wallace Dr, Delray Beach, FL 33444 239.357.5154

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PROCEED TO NEXT PAGE.

Part VI – Proposer’s Questionnaire

PROPOSER’S QUESTIONNAIRE GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES CONTRACT (W2413)

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective firms to perform the work required. The Proposer waives any claim against the Town that might arise with respect to any decision concerning the qualifications of the proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturers or distributor, or any person, firm or corporation to furnish the Town of Jupiter any pertinent information requested by the Town deemed necessary to verify the information on this questionnaire.

This 27 day of February, 2024.

GFA International, Inc. dba Universal Engineering Sciences
Name of Organization/Proposer

Submitted by: Travis Merrick - President, South Florida Division
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other? (circle one)
2. If a Corporation, answer the following:

When incorporated 1988

In what State Florida

Name of Officers: CEO: David Witsken

President Travis Merrick - President, South Florida Division

Vice President Gary Elzweig

Secretary Benjamin Butterfield - General Counsel

Treasurer Mike Dear

3. If a Partnership, answer the following:

Date of organization N/A

General Limited Partnership _____

Name and address of each partner:

4. Firm's name and main office address, telephone, fax number, and e-mail address, or primary contact person for this Proposal:

GFA International, Inc. dba Universal Engineering Sciences

1215 Wallace Dr, Delray Beach, FL 33444 p: 561.347.0070, f: 561.395.5805

Travis Merrick - President, South Florida Division tmerrick@teamues.com

5. Firm's previous names (if any)

What year(s)

<u>Gillotti, Frione And Associates, Inc.</u>	<u>1988-1998</u>
<u>Koester Engineering Co, Inc.</u>	<u>1998-2002</u>
<u>LM Engineering, Inc</u>	<u>2002-2007</u>
<u>GFA International, Inc.</u>	<u>2007-2020</u>

6. How many years has your organization been in business? 36

7. Number of full-time personnel: Branch

	Current	Maximum	Minimum
a. Partners			
b. Managers/Supervisors	8		
c. Engineers	8		
d. Field Technicians	32		
e. Laboratory Staff	6		
f. Other Staff	50		
g. Total number of fulltime personnel	104		

8. Has the proposer or any principals of the applicant organization failed to qualify as a responsible Engineer; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No

9. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()

No (X)

If yes, please explain:

10. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

Yes, see attached

11. List any judgments from lawsuits in the last five (5) years:

Yes, see attached

12. List any criminal violations and/or convictions of the proposer and/or any of its principals:

N/A

13. Is this firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?:

Yes ()

No (☒)

If “Yes” was checked, include a copy of certificate with proposal.

(End of Proposer’s Questionnaire)

LITIGATION LIST**STATEMENT OF CURRENT OR PRIOR LITIGATION**

There has been no litigation or regulatory action that has been filed, pending or resolved against GFA International, Inc. (a/k/a GFA International, Inc. d/b/a Universal Engineering Sciences) in the past five (5) years other than the following:

1. On March 11, 2015, a complaint was filed against GFA, et al, by 2700 North Ocean Condominium Association, Inc. (Case No. 50-2014-CA-010718- XXXX-MB (AI) in the 15th Judicial Court in Palm Beach County). GFA provided third-party plan review, building inspections, threshold inspections and construction materials testing for two (2) 27-story condominium buildings(2700 North Ocean). The plaintiff(s) are alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and the case was settled on 11/10/20.
2. On February 21, 2017, a complaint was filed against GFA, et al, by Swire Pacific Holdings, Inc. (Case No. 2016-000804-CA-40) in the 11th Judicial Court in Miami-Dade County. GFA provided limited structural observations and construction materials testing on a 36-story condominium project (Asia Condominium). The plaintiff(s) alleged negligence for failure to properly inspect certain limited aspects of the building construction. GFA denied all liability and the case was settled and dismissed in July 2019.
3. On August 20, 2018, a complaint was filed by Stock Development against GFA, et al (Case No. 18-CA-003655 in the 20th Judicial Court in Lee County) involving alleged construction defects for a multi-building condominium project (Paseo) in Lee County. GFA provided private provider building inspections, third-party quality control inspections and construction materials testing for some of the buildings within the community in 2006-7. The plaintiff alleged negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and was dismissed from the case on 03/15/2019. GFA was brought back into the case as a 4th party defendant on 1/14/2021 by a subcontractor but was dismissed from the case on 2/18/22.
4. On August 20, 2018, a complaint was filed by Stock Development against GFA, et al (Case No. 11-2018-CA-002256-0001-XX in the 20th Judicial Court in Collier County) involving alleged construction defects for a multi-building condominium project (Ole at Lely) in Collier County. GFA provided private provider building inspections, third-party quality control inspections and construction materials testing for some of the buildings within the community in 2006-7. GFA denied all liability and was dismissed from the case on 03/15/2019.
5. On February 1, 2017, a complaint was filed by Altman Glenewinkel Construction against Orange and Blue Construction (Case No. 50-2017-CA- 001280-XXXX-MB in the 15th Judicial Court in Palm Beach County) involving alleged construction defects for a 6-story apartment complex in Boca Raton (Altis Fairway Commons). On July 26, 2018, the complaint was amended to include GFA, et al. GFA provided private provider plan review, building inspections and threshold inspections for the project. The plaintiff is alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and was granted a Motion for Summary Judgment and Final Judgment in their favor on January 8, 2020. The Plaintiff has appealed the ruling to the 4th District. Court of Appeals (DCA). The 4th DCA affirmed the ruling and GFA was dismissed in 2021.

6. On June 25, 2019, a Complaint was filed by FCCI Insurance as subrogee to Coconut Creeks Hotels, LLC against GFA, et al in Case No. CACE-19-006066 in Broward County involving alleged construction defects and resulting water intrusion damage for a 4-story Hampton Inn and Suites Hotel in Coconut Creek Florida. GFA provided threshold inspections and construction materials testing. The plaintiff was alleging negligence for failure to properly inspect certain aspects of the building window construction. GFA denied all liability and after filing a 57.105 claim (frivolous lawsuit), was dismissed from the case on 11/15/2019.
7. On April 4, 2020, a Demand for Arbitration was filed to the American Arbitration Association Construction Panel by Old ADC, Inc. F/K/A Altman Development Corporation, against GFA International, Inc. (GFA) (CASE NO.: 01-20-0005- 0503) for the same alleged damages summarized in “Case 2” above “(Altman Glenewinkel Construction against Orange and Blue Construction (Case No. 50-2017-CA-001280-XXXX-MB in the 15th Judicial Court in Palm Beach County) which GFA was dismissed from. GFA denied all liability and filed a counterclaim. The case settled on June 6, 2023.
8. On February 5, 2020, a complaint was filed by Ave Maria University, Inc. against GFA (Case No. 11-2020-CA-000396-0001-XX in the 20th Judicial Court in Collier County) involving alleged construction defects for a 2-story recreational building in Naples, Florida (Tom Golisano Field House). GFA provided construction materials testing, private provider inspections and threshold inspections for the project. The plaintiff is alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and the case was settled with GFA on 6/10/22.
9. On September 15, 2020, a complaint was filed by Edward and Susan Bradley against GFA (Case Style Edward J. Bradley and Susan Bradley v Sun Home Services, GFA - Case No. 20-0794CA in the 19th Circuit Court in Martin County, Florida) alleging improper treatment for termite damage for a modular home and subsequent termite damage. GFA provided Private Provider Plan Review and Inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to ensure proper termite protection was provided. GFA denied all liability and the case was settled in May, 2021.
10. On July 12, 2021, a complaint was filed by Bruce Beasley against the Williams Company who filed a third-party complaint against GFA, et al) (Case Style BEASLEY NAPLES, LLC, a Florida limited liability company, BRIAN E. BEASLEY, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GEORGE G. BEASLEY, and SHIRLEY ANN BEASLEY, vs. THE WILLIAMS GROUP, INC. - Case No. 11- 2021-CA-001142 in the 20th Circuit Court in Collier, FL) alleging construction defects relating to exterior stone columns on a residential structure. GFA provided Private Provider Plan Review and Inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to properly inspect. GFA denied all liability and the case was dismissed against GFA on June 1, 2022.
11. On March 20, 2023, a complaint was filed by Centra Falls Homeowners Association, Inc. against Centra Falls, LLC, et al, including a claim against GFA International, Inc. - Case No. CACE-23-000367 in the 17th Circuit Court in Broward, FL alleging construction defects relating to building construction and site improvements. GFA provided material Quality Control testing services for the project. The Plaintiff is alleging negligence against GFA for failure to properly test soil and concrete materials installed as part of the construction. GFA has denied all liability and the case is still on-going.

12. On March 23, 2023, a complaint was filed by Nicole Perry (as individual) against GFA International, Inc., et al, - Case No. CACE-22-008820 in the 17th Circuit Court in Broward, FL alleging construction of a dangerous condition at the Pompano Beach Parking Garage which caused a trip and fall accident. GFA provided material Geotechnical Engineering, Quality Control testing of construction materials and threshold inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to identify a dangerous condition when the parking garage was constructed in 2016. GFA denied all liability and the case against GFA was dismissed on 8/22/2023.

13. On August 11, 2023, a complaint was filed by South Florida Motor Sports, LLC and Moss & Associates, LLC against Apex Circuit Design, LTD, et al, including a claim against GFA International, Inc. d/b/a Universal Engineering Sciences - Case No. 2023-021255-CA-01 in the 11th Circuit Court in Miami-Dade, FL, alleging construction defects relating to design and construction of the site improvements associated with the Formula 1 Miami Grand Prix project Miami. GFA provided material Quality Control testing services for the project. The Plaintiff is alleging negligence against GFA for failure to properly test asphalt materials installed as part of the construction. GFA has denied all liability and the case is still on-going.

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413

Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract

Firm / Proposer Name: GFA International, Inc. dba Universal Engineering Sciences

Reference Name: Northstar Management Co., LLC

Person to Contact: Tony Ruebsam (Jupiter Medical Center Projects)

Job Title: Senior Project Manager

Email: tony.ruebsam@northstarmgmt.com

Telephone: (314) 713-7982

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413

Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract

Firm / Proposer Name: GFA International, Inc. dba Universal Engineering Sciences

Reference Name: Cotleur & Hearing Landscape Architecture, LLC

Person to Contact: Don Hearing

Job Title: Principal

Email: dhearing@cotleur-hearing.com

Telephone: (561) 718-6010

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413

Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract

Firm / Proposer Name: GFA International, Inc. dba Universal Engineering Sciences

Reference Name: Black Diamond General Contracting, Inc.

Person to Contact: Justin Howard

Job Title: President

Email: Justin@blackdiamondgc.com **Telephone:** (561) 746-3452

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413

Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract

Firm / Proposer Name: GFA International, Inc. dba Universal Engineering Sciences

Reference Name: Jeff H Iravani, Inc.

Person to Contact: Jeff Iravani

Job Title: President

Email: jhi@bellsouth.net

Telephone: (561) 329-2468

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413

Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract

Firm / Proposer Name: GFA International, Inc. dba Universal Engineering Sciences

Reference Name: City of Palm Beach Gardens

Person to Contact: Richard Roth

Job Title: Operations Manager, Engineering Department

Email: rroth@pbgfl.com

Telephone: (561) 389-2668

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

LICENSE AND FIRM DOCUMENTS

LICENSEE DETAILS

4:00:39 PM 10/13/2023

Licensee Information

Name:	GFA INTERNATIONAL, INC. (Primary Name) UNIVERSAL ENGINEERING SCIENCES (DBA Name)
Main Address:	1215 WALLACE DRIVE DELRAY BEACH Florida 33444
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	4930
Status:	Current
Licensure Date:	02/12/1988
Expires:	

State of Florida Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 19, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of February,
2024*



[Signature]
Secretary of State

Tracking Number: 1871261630CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Carly Samuel PHONE (A/C, No, Ext): 7706705324 FAX (A/C, No): 770.670.5324 E-MAIL ADDRESS: uescerts@greyling.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Arch Insurance Company	
		INSURER B: Endurance American Specialty Ins Co	
		INSURER C: Evanston Insurance Company	
		INSURER D: Landmark American Insurance Company	
		INSURER E: StarStone Specialty Insurance Company	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 510914266 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			ZAGLB9255701	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
A B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ZACAT9289701 EXT30030240900	5/1/2023 1/1/2023	5/1/2024 5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto \$ 2,000,000
C D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			MKLV2EUE101545 LHA100521	1/1/2023 1/1/2023	5/1/2024 5/1/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ZAWCI9995401	5/1/2023	5/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E C	Excess GL Professional Liab Incl Pollution Liab			77102C232ALI MKLV7PL0005710	1/1/2023 2/1/2023	5/1/2024 5/1/2024	Per Occ./Aggregate \$4,000,000 Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Thomas Montano, PE	13. ROLE IN THIS CONTRACT Branch Manager	14. YEARS EXPERIENCE a. TOTAL 12 b. WITH CURRENT FIRM 9	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization) BS Civil Engineering, Rensselaer Polytechnic Institute, Troy, New York		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL #84146	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers Palm Beach County Young Engineer of the Year, American Concrete Institute Concrete Testing Technician, American Concrete Institute Concrete Special Inspector			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Town of Jupiter – Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch/Department Manager - As Branch/Department Manager, Tom is responsible for overseeing all project staff, and ensuring all services are completed on schedule and within budget. GFA dba UES is under contract to perform materials testing for various projects and locations throughout the town.		☒ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Loxahatchee River District– Loxahatchee, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch/Department Manager – As Branch/Department Manager, Tom is responsible for overseeing all project staff, and ensuring all services are completed on schedule and within budget. GFA dba UES is under contract to perform materials testing for various projects and locations throughout the town.		☒ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) City of Palm Beach Gardens – Palm Beach Gardens, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020-2023	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch/Department Manager – Tom served as the branch/department manager. GFA dba UES performed materials inspections for the City Hall and Police Station expansion, and the community center expansion.		☒ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) St. Lucie County Fire District, Fire Station 18 – Port St. Lucie, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch/Department Manager – Tom served as the branch/department manager. GFA dba UES performed geotechnical evaluations for the proposed new Fire Station 18.		☒ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) South Fork High School Sports Complex – Stuart, State	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Martin County School District contracted GFA dba UES to perform a geotechnical evaluation that included 7 SPT borings at 20ft. As Branch/Department Manager, Tom is responsible for overseeing all project staff, and ensuring all services are completed on schedule and within budget.		☒ Check if project performed with current firm	

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Carlos Mercado, PE, MS	13. ROLE IN THIS CONTRACT Senior Geotechnical Engineer	14. YEARS EXPERIENCE a. TOTAL 31 b. WITH CURRENT FIRM 9	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Delray Beach, FL			
16. EDUCATION (Degree and Specialization) BS, Civil Engineering MS, Geotechnical Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer – FL Geotechnical Engineer – Puerto Rico	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Rivera Beach Fire Station – Rivera Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer – This project was an existing Fire Station that was demolished, and a new 2-story building was constructed in its place. GFA dba UES performed geotechnical and environmental evaluations.		
b.	(1) TITLE AND LOCATION (City and State) Proposed Lift Station - Hollywood, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - GFA dba UES performed a geotechnical evaluation for the construction of the new lift station.		
c.	(1) TITLE AND LOCATION (City and State) PBC Courthouse – West Palm Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - GFA dba UES performed geotechnical evaluations for SOG and water intrusion assessments.		
d.	(1) TITLE AND LOCATION (City and State) Temporary Fire Station – Fort Lauderdale, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - GFA dba UES performed construction materials testing for this temporary fire station.		
e.	(1) TITLE AND LOCATION (City and State) Sunrise Municipal Complex - Sunrise, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - Construction of a Five-story City Hall with associated site work, a three-story parking structure, a covered walkway connecting the new parking structure to the existing community center, a pedestrian promenade, a lake observation deck, and the amphitheater renovations/additions. GFA dba UES performed construction materials testing and inspections.		

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7/2021) PAGE 2

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Erik Soderstrom, EI	13. ROLE IN THIS CONTRACT Geotechnical Department Manager	14. YEARS EXPERIENCE a. TOTAL 8	
b. WITH CURRENT FIRM 8			
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization) Environmental Engineering, University of Vermont		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) State of Vermont Engineer Intern #017.0102030	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Sitting Secretary for the Florida Engineering Society (FES) of Treasure Coast			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Street Resurfacing and Miscellaneous Roadway Improvements (TOJ) Town of Jupiter, FL	(5) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019-Current	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Universal Engineering Sciences performed a series of pavement core samples for the Town of Jupiter from 2019 to present day for street improvement projects supervised by Town of Jupiter's Scott Isberner. Erik served as Project Manager to some of these projects or managed the pm associated with the projects.		
b.	(1) TITLE AND LOCATION (City and State) UHS Hospital (Alton Hospital Complex) Heights Blvd. and Donald Ross Road, Jupiter, FL	(3) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021-Current	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm UES conducted a geotechnical exploration to provide foundation design recommendations for the new structures onsite. We also provided pile monitoring for the auger cast piles on the job.		
c.	(1) TITLE AND LOCATION (City and State) Jupiter Medical Center New Patient Tower and Parking Garage 1210 South Old Dixie Highway, Jupiter FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022-Current	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Universal Engineering Sciences was contracted to conduct a geotechnical evaluation for new additions to the Jupiter Medical Facility. After our exploration UES has monitored and implemented the proposed foundation systems including augercast piles, vibro-compaction and chemical grouting. Erik served as Project Manager or managed PM's associated with the work.		
d.	(1) TITLE AND LOCATION (City and State) Met's Stadium Addition and Clubhouse, Port St. Lucie, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019-2020, 2023	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm UES was contracted to conduct geotechnical exploration for the eastern addition to the stadium in 2019. In conjunction we oversaw the helical piles and vibro-replacement onsite. As of 2023 we have been involved with conducted a geotechnical exploration for the new clubhouse.		
e.	(1) TITLE AND LOCATION (City and State) Maltz Jupiter Theater 1001 E Indiantown Road, Jupiter, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019-2021	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm UES was contracted to conduct geotechnical exploration for the new orchestra pit and renovations to the facility. In conjunction we oversaw the rigid inclusions and vibro-replacement onsite.		

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Estela G Leon Aguilar, MS, PE		13. ROLE IN THIS CONTRACT Senior Geotechnical Engineer/ Geotechnical Department Manager	
		14. YEARS EXPERIENCE a. TOTAL 11 b. WITH CURRENT FIRM 8	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization) MS, Civil/Geotechnical Engineering, University of Florida. BS, Civil Engineering, University of Florida		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL #83307	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Vice Chair – Women in Deep Foundations Committee, Deep Foundation Institute			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) City of Opa-Locka/ Gravity Main Relocation – Opa-Locka, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Estela served as the Senior Geotechnical Engineer. This project included foundation recommendations/design for the gravity main relocation that included multiple borings at depths of 20ft each.		
b.	(1) TITLE AND LOCATION (City and State) C-PS City 6 FM – Coral Gables, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Estela served as the Senior Geotechnical Engineer. This project included geotechnical evaluation with borings at 10' depth, performed in the swale along the project route to avoid breaking the pavement.		
c.	(1) TITLE AND LOCATION (City and State) City of Coral Gables 2 Force Main Replacement – Coral Gables, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Estela served as the Senior Geotechnical Engineer. This project included geotechnical evaluations with borings every 1,000 LF, as well as a pavement core sample along Douglas Road.		
d.	(1) TITLE AND LOCATION (City and State) Hillcrest Substation – West Palm Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Estela served as the Senior Geotechnical Engineer, performing geotechnical evaluations on this substation for FPL.		
e.	(1) TITLE AND LOCATION (City and State) City of North Miami Breezeswept Tot Lot – North Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Estela served as the Senior Geotechnical Engineer, performing geotechnical evaluations for the new proposed sewer project that included borings.		

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Victor E. Rivera, BSCE	13. ROLE IN THIS CONTRACT Project Engineering	14. YEARS EXPERIENCE a. TOTAL 19 b. WITH CURRENT FIRM 6	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization) MBA, Inter American University, Puerto Rico BS Civil Engineering, Polytechnic University, Puerto Rico		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Gaines Park Community Center and Additional Improvements – West Palm Beach, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2023		CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – This project consisted of a 25,826 SF Addition, Demolition, New Construction with Site Work, Renovation/Remodel/Repair, Tenant Build-Out to an existing Community Center, Park/Playground, Recreation Center. UES performed construction materials testing.			
b.	(1) TITLE AND LOCATION (City and State) Brightline Boca Raton Station Rail– Boca Raton, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2022		CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Victor served as the project manager for Brightline Boca Raton Station. UES performed contractor quality control services.			
c.	(1) TITLE AND LOCATION (City and State) Andrews Avenue Bridge Rehabilitation – Fort Lauderdale, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2022		CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – UES was contracted by Broward County's Highway and Bridge Maintenance Division, to provide construction materials testing for the rehabilitation efforts on Fort Lauderdale's Andrews Avenue Bridge.			
d.	(1) TITLE AND LOCATION (City and State) Bonaventura Fire Rescue Station No. 21 – Weston, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021		CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – This project involved new construction of 12,600 SF fire station, including sitework. As consultant to Link Construction, GFA/UES provided construction materials testing.			
e.	(1) TITLE AND LOCATION (City and State) Fire Station 68 – Davie, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2019		CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – As consultant to RC Development Group, UES provided materials testing for construction of Fire Station No. 68 in the city of Davie.			

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Ronald Robinson		13. ROLE IN THIS CONTRACT Laboratory Manager	
		14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 9
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Ron's ACI certifications include Concrete Field-Testing Technician Grade 1; Concrete Lab Testing Technician Grades 1 and 2; Aggregate Testing Technician Level 1; Aggregate Base Testing Technician; Concrete Strength Testing Technician. He holds CTQP certifications including Concrete Lab Technician Level 1; Aggregate Testing Technician; Aggregate Base Testing Technician; Earthwork Construction Inspection Levels 1 and 2; Qualified Sampler Technician, and LBR Technician.			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Brightline Loxahatchee Bridge - Jupiter, FL	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE As consultant to Scott Bridge Company GFA dba UES is conducting construction materials testing. Mr. Robinson serves as Construction Materials Testing Lab Manager. Fee: \$ 17,035.00.		
b.	Sunshine Mine – Palm Bay, FL	2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE As consultant to Blue Goose Construction, GFA/UES performed materials testing for the Sunshine Mine. Ron served as Project Manager. Fee: \$24,731.00.		
c.	5 Stones Mine (Various Locations), Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE As consultant to Macaya Materials, GFA/UES is conducting materials testing for 5 Stones Mine. Ron serves as Laboratory Manager. Fee: \$59,078.00		
d.	Coastal One Monitoring Well Installation – Hobe Sound, FL	2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE As consultant to Coastal Waste & Recycling, GFA/UES performed a geotechnical evaluation during a monitoring well installation effort. Ron served as Laboratory Manager. Fee: \$4,225.00.		
e.	Seacoast Utilities Office Complex Replacement – Palm Beach Gardens, FL	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE This project involved construction of an operations building, warehouse building, administrative building, equipment storage building, lunch pavilion and storage building for Seacoast Utilities. GFA International, Inc., dba Universal Engineering Sciences performed construction materials testing, geotechnical engineering, and special inspections. Ron serves as Laboratory Manager. Fee: \$53,698.00.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Paul Danforth, PE, SI	13. ROLE IN THIS CONTRACT Vice President Corporate/Director of Risk Management	14. YEARS EXPERIENCE a. TOTAL 39 b. WITH CURRENT FIRM 20	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences (UES) – Port St. Lucie, FL & West Palm Beach, FL			
16. EDUCATION (Degree and Specialization) Bachelor of Science in Civil Engineering, North Carolina University		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer – FL, TX, MS, LA, AL Florida Special Inspector - #1103	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Co-author of "Turbine Pedestal Cracking at FPL's Martin Plant Unit 2" published in Sept. 1990 issues of "Electric World" magazine			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Town of Jupiter City Hall – Jupiter, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GFA dba UES performed Construction Materials Testing.		☒ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Palm Beach Gardens City Hall – Palm Beach Gardens, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GFA dba UES performed Construction Materials Testing.		☒ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) Palm Beach County Courthouse – Palm Beach Gardens, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GFA dba UES performed Geotechnical Evaluations for SOG and water intrusion assessments		☒ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Southfork High School – Stuart, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Martin County School District contracted GFA dba UES to perform a geotechnical evaluation that included 7 SPT borings at 20ft.		☒ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) Roger Dean Chevrolet Stadium (Multiple Projects) – Jupiter, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 1991-2021	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Danforth has performed Geotechnical Investigations, Soil Improvement Verification, Threshold Inspections, and Construction Materials Testing for multiple projects for the training facility.		☒ Check if project performed with current firm	

Contractor E-Verify Affidavit

I hereby certify that GFA International, Inc dba Universal Engineering Sciences [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of GFA International, Inc dba Universal Engineering Sciences [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Tom Montano, PE

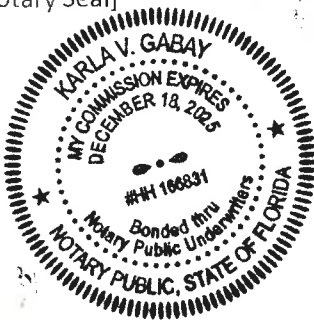
Date: 3/27/2024

STATE OF FLORIDA

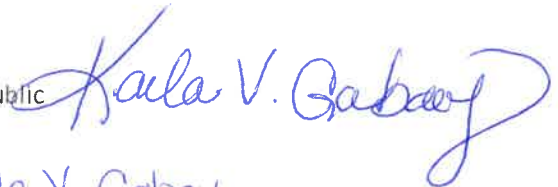
COUNTY OF Saint Lucie

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 27th day of February 2024 (date) by Thomas Montano (name of officer or agent, title of officer or agent) of GFA International Inc dba Universal Engineering Sciences (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public



Karla V. Gabay
Name typed, printed or stamped

My Commission Expires: December 18, 2025



TeamUES.com



Town of Jupiter

Geotechnical Engineering and Construction Materials Testing Services Contract (W2413)

February 27, 2024 at 2:00 PM

1225 Omar Road
West Palm Beach, FL 33405
P (561) 689 4299



Nationwide
Terracon.com

- Environmental
- Facilities
- Geotechnical
- Materials

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1225 Omar Road
West Palm Beach, FL 33405

P (561) 689 4299

F (561) 689 5955

Terracon.com

February 27, 2024

Town of Jupiter, Town Clerk
210 Military Trail
Jupiter, Florida 33458

**Re: Letter of Transmittal
Geotechnical Engineering and Construction Materials Testing Services Contract (W2413)**

Dear Selection Committee Members:

Terracon Consultants, Inc. (Terracon) is pleased to respond to the Town of Jupiter's request for proposals (RFP) for *Geotechnical Engineering and Construction Materials Testing Consulting Contracts* on a non-exclusive, as-needed basis for the Town of Jupiter Utilities, Engineering, and Public Works Departments. We understand the scope of work for this contract will involve a full range of geotechnical engineering, construction materials testing, and related technical services that will include but not be limited to soil density testing, soil borings, concrete testing, asphalt testing, vibration and noise monitoring, professional geotechnical engineering reports, and other related geotechnical engineering and construction testing services.

Since 1965, Terracon has evolved into a successful multi-discipline firm that has achieved significant expansion through both internal growth and acquisitions. Terracon has a 12-office network in the state with a staff of 80 strong in South Florida including a full-time drilling crew. We will service this contract from our West Palm Beach office, which is located at 1225 Omar Road and is presently staffed with 18 employees including four Florida-registered professional engineers. This location is also fully staffed with field and laboratory materials testing technicians, a special inspector, and construction inspectors, and houses a full-service CMEC-certified and FDOT-validated soils and concrete testing laboratory.

The key staff members of our local office are full-time employees and permanent residents of South Florida. The staff includes seasoned professional engineers and the right mix of geotechnical engineering and construction materials testing expertise to handle all aspects of this contract. Michael O'Connor, P.E., S.I., Principal and Office Manager, will be the Core Team Leader of this contract. As a principal of Terracon, he is empowered to draw from the firm's full resources. A resident of Unincorporated Jupiter, Michael will be immediately available to your staff for efficient communication and to respond quickly to project changes and emergencies.

Terracon understands the needs of the Town of Jupiter and the types of projects that will arise from the referenced contract. Michael and his team are also quite familiar with the technical issues that are involved with any project that necessitates underground construction within an urban setting. We will use our substantial local experience to respond to each assignment in a rapid and efficient manner. We have performed these exact services for you, and other local municipalities and projects, for more than 30 years and our principals have worked locally for 40 years. With our extensive experience in the successful completion of these types of projects, familiarity with the Town staff and process, and local resources and equipment, Terracon has a unique understanding of the standards, procedures, level of response, and budget demands that are required by your contract. By anticipating project requirements and adapting to challenges, we will make it easy for the Town to work with us. For projects large and small, single- or multi-site, you can rely on consistent results. We are also committed to maintaining the same team of professionals that is currently in place. With virtually no learning curve, the Terracon Team is ready to go.

We are confident that we will provide the Town of Jupiter with the highest level of service and look forward to demonstrating our continued commitment to you and your staff on future projects. Should you have any questions regarding the attached proposal, please contact me at (561) 689 4299, or by e-mail at Mike.Oconnor@terracon.com, for additional information. Thank you for your time and consideration.

Sincerely,

Michael J. O'Connor, P.E., S.I.
Principal, Core Team Leader

* *Note:* Per the solicitation requirements, Terracon declares that our proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP. All persons interested in our response as principals include Michael O'Connor, Kevin Aubry, Richard Minichiello, and Christopher McIntyre.

A Qualifications of Firm and Core Team

58 Years of Expertise

Terracon is a dynamic and growing engineering and scientific consulting firm providing multiple related service lines to clients at local, regional, and national levels. Founded as a single office, the firm began as Soil Testing Services of Iowa, Inc. in April 1965. In 1980, the company was renamed Terracon Consultants, Inc. A Delaware corporation (type: C; large corporation) authorized to transact business in the State of Florida, the firm established its presence in South Florida in 1997 while its local subsidiaries were established in the early 1990s. With nearly 600 geotechnical engineers nationally and one of the largest drill rig fleets in the country, Terracon has established its reputation as a premiere geotechnical firm in the nation.

Terracon has more than three decades of experience performing on-call professional services in Florida for facilities, environmental, geotechnical, and materials testing. With 125+ continuing service contracts with approximately 90 different governmental agencies in Florida, Terracon has an outstanding history of contract extensions and re-selection under these contracts, which is indicative of our commitment and performance to providing timely and cost-effective engineering services to our clients. The following is a sampling of Terracon's current Florida clients. Local clients include but are not limited to the Florida Department of Transportation (FDOT), City of Lake Worth Beach, City of West Palm Beach, Village of Royal Palm Beach, South Florida Water Management District, School District of Palm Beach County, City of Stuart, Martin County, and St. Lucie County.

From past experience with the Town's contract, we anticipate that you may require the following services, all of which our licensed engineers, licensed inspectors, and certified technicians are qualified to provide.

Geotechnical

Designing and constructing reliable foundations and infrastructure requires thoroughly understanding soil, rock, and groundwater conditions. Through Terracon's nationwide network of geotechnical professionals, access to historical subsurface exploration data from thousands of locations across the country, and GIS-enabled geology mapping, we can accurately anticipate ground conditions and develop the right work plan to explore a site. Our innovative technologies and collaborative approach allow us to provide practical design recommendations.

- Stage1 Site Considerations
- Site Characterization (Subsurface Exploration, In-Situ Testing, and Geophysics)
- Geotechnical Engineering and Rock Mechanics
- Laboratory Testing
- Geostuctural Design and Instrumentation
- Pavement Management
- Collaborative Reporting/Decision Making
- Engineering Consultation during Construction

Core Team Members *

This contract is very important to Terracon. Our commitment to providing high-quality, timely, and cost-effective services to the Town of Jupiter is our utmost priority. We have invested significant capital in both our West Palm Beach office and laboratory facility and our local staff to keep up with the growing demand of our clients. We have full-time employees who live in, or near, the Jupiter area including our Principal and Office Manager Michael O'Connor, P.E., S.I. who will serve as our Core Team Leader. In addition to our local staff of 18 (including 3 P.E.'s, 1 P.E./S.I., 1 geotechnical project engineer, 4 project managers – 1 a licensed building inspector, 5 field technicians, and 2 laboratory technicians), the resources of our region's staff of 80 and three offices with laboratories (Port St. Lucie, Fort Lauderdale, and Miami Lakes) and our Florida Exploration Team can be made readily available for this contract. Our Florida Exploration Team consists of 20 members (2 in South Florida) and 11 geotechnical drilling rigs on a variety of carriers (i.e. trucks, track, buggy, etc.).

FIRM LICENSES AND CERTIFICATIONS

- State of Florida DBPR
 - Engineering Business Registry
 - Geology Business
 - Construction Business
 - Asbestos Business
- State of Florida Department of State Certificate of Status (Corporation)
- Construction Materials Engineering Council (CMEC) Certified Laboratory
- FDOT) Validated Laboratory
- State Department of Health Radon Measurement Services
- U.S. Environmental Protection Agency (EPA) Lead Certified Firm

Materials

Proper selection, quality, workmanship, and performance of construction materials are vital in ensuring that today's buildings and infrastructure perform adequately over long periods. We work with clients to minimize material replacements, reduce the likelihood of deterioration, avoid potential failures, and investigate and evaluate construction materials-related problems and failures when they do occur.

- Construction Quality Assurance/Quality Control (QA/QC)
- Construction/Special Inspection
- Materials Engineering
- Field and Laboratory Testing and Analysis
- Construction Observation and Monitoring
- Pavement Consulting and Engineering
- Structural Steel and Nondestructive Testing

* Per Addendum No. 1, Core Team Member resumes are presented as Standard Form (SF) 330 Section E Resumes in section F of this proposal.



A Qualifications of Firm and Core Team

Terracon has assembled a team of experienced local engineers and project managers to provide the required services for the Town of Jupiter. Our team has been chosen specifically for their experience and available resources to successfully execute and ensure prompt and efficient services. The Terracon Team possesses a depth of experience, fresh innovative thinking, and a strong commitment to each project it undertakes. The Terracon Team is in place and ready to go. We offer the project management skills, technical expertise, relevant project experience, manpower, and equipment resources necessary to provide the Town of Jupiter with the most responsive and highest quality engineering services available.

The Terracon Core Team



Anticipated Workload

Terracon's staff and resources will provide maximum flexibility to meet your scheduling needs in a cost-effective manner. The nature of our work requires us to typically provide services on an expedited basis. Our typical backlog is made up of many short-duration assignments, and therefore our workload varies on a weekly basis. Furthermore, long-term contracts are of indefinite quantity making workload dependent upon individual work orders, and difficult to predict. The Terracon Team workload capacity is sufficiently large to enable us to respond successfully to emergency situations and quick turnaround projects. Based on prior experience, we believe that our present and future workload capacity is more than adequate to conduct the required services for the Town's contract in a prompt (timely), efficient manner.

The Terracon Team is 100% committed to providing all assignments under this continuing contract in a timely and cost-efficient manner.

Core Team Members Office Location	Role	Percentage of Availability	
		Current	Future
Michael O'Connor, P.E., S.I. West Palm Beach, FL	Principal, Core Team Leader, QA/QC ⇒ will oversee the contract and assign projects to the appropriate PMs; ensure appropriate staff & equipment resources are made available; will be the main point of contract and keep the Town and all interested parties updated on the contract status; will serve as our hands-on QA/QC review, oversight, and consultation	30%	40%
Jason DuBois West Palm Beach, FL	Geotechnical Project Manager ⇒ will be in responsible charge of all geotechnical (drilling) assignments; responsible for coordinating and reporting the work and will be accountable to our Core Team Leader and the Town to keep projects on track and keep communications flowing; field crew coordination,	35%	50%
Justin Adams West Palm Beach, FL	Materials Project Manager ⇒ will oversee the management of our designated laboratory and field verification activities relative to sampling, inspecting, and field and laboratory testing; responsible for coordinating and reporting the work and will be accountable to our Core Team Leader and the Town to keep projects on track and keep communications flowing	35%	50%
Jaime Velez, P.E. West Palm Beach, FL	Senior Geotechnical Engineer ⇒ will assist with laboratory soil classification, geotechnical engineering analysis, development of geotechnical engineering recommendations, and report preparation	30%	35%
David Youngstrom Port St. Lucie, FL	Senior Materials Project Manager ⇒ manages the materials testing group for both the West Palm Beach and Port St. Lucie offices; will provide senior-level oversight and assist with laboratory and field verification activities as needed	30%	35%

B Experience of the Firm

Continuing Services Contracts

As previously discussed, Terracon has more than three decades of experience performing on-call professional services in Florida for facilities, environmental, geotechnical, and materials testing. With 125+ continuing service contracts with approximately 90 different governmental agencies in Florida, Terracon has an outstanding history of contract extensions and re-selection under these contracts, which is indicative of our commitment and performance to providing timely and cost-effective engineering services to our clients. We also serve as a geotechnical and materials subconsultant, on an as-needed basis, to other A/E firms for various on-call contracts.

Five Contract/Project References

Village of Royal Palm Beach

Geotechnical and Environmental Engineering Continuing Contract

Scope of work: subsurface exploration and testing; foundation analysis and design; in-situ testing and performance monitoring; earth structures, slopes, and retention systems; soil stabilization investigation and ground improvement; pavement evaluation and design, geotechnical subgrade evaluation, material evaluation; environmental design and monitoring services; construction monitoring services; and other related services

Projects examples and services performed:

- Florida Power and Light (FPL) Pathway Proposed Dry Detention Ponds – subsurface exploration, geotechnical engineering, and geotechnical engineering recommendations
- Saratoga Drainage Improvements including Full Depth Reclamation (FDR) – construction materials engineering, field and laboratory testing, field inspections, and verification testing and inspections
- Royal Palm Beach Commons – subsurface exploration, geotechnical engineering, geotechnical engineering recommendations, and lake bottom probing testing (as subconsultant); construction materials engineering, field and laboratory testing, verification testing; and environmental site investigations, comprehensive post-construction site assessment, and on-going long-term groundwater monitoring

CLIENT CONTACT:

Christopher Marsh, P.E.
Village Engineer
(561) 790-516
cmarsh@royalpalmbeachfl.gov

DATE:

2016 – Present

ROLE:

Prime Consultant

School District of Palm Beach

Consultant Services on a Continuing Contract for Geotechnical Engineering and Construction Materials Testing

Scope of work: geotechnical engineering including site investigation, drilling, ground water evaluation, chemical analysis, foundation analysis, soil stabilization, PDA, design recommendations and permitting assistance; construction materials testing includes sampling and testing of fresh concrete, sampling and testing of in-place concrete, mix designs, proper placement of welds and bolts and to ensure that materials and construction methods used meet specifications and requirements.

Projects examples and services performed:

- Dr. Joaquin Garcia High School - subsurface exploration, geotechnical engineering, and geotechnical engineering recommendations; construction materials engineering, field and laboratory testing, inspections, special/threshold inspections
- Glade View Elementary School Modernization - construction materials engineering, field and laboratory testing, field inspections, and noise survey
- Pine Groves Elementary School - subsurface exploration, geotechnical engineering, and geotechnical engineering recommendations; construction materials engineering, field and laboratory testing, inspections, special/threshold inspections in process

CLIENT CONTACT:

Angel Garcia, LEED AP BD+C
Senior Projects
Administrator/Facilities Project
(561) 882-1916
angel.garcia.1@palmbeachschools.org

DATE:

1998 - Present

ROLE:

Prime Consultant



B Experience of the Firm

St. Lucie County

Geotechnical Engineering and Testing Continuing Professional Services

Scope of work: geotechnical engineering including site investigation, drilling, ground water evaluation, foundation analysis, soil stabilization, PDA, design recommendations and permitting assistance; construction materials testing includes sampling and testing of fresh concrete, sampling and testing of in-place concrete, mix designs, proper placement of welds and bolts and to ensure that materials and construction methods used meet specifications and requirements.

Projects examples and services performed:

- Selvitz Road Canal - construction materials engineering, materials testing, inspections, and laboratory testing
- Prima Vista Boulevard Traffic Communications Conduit and Fiber - construction materials engineering, materials testing, inspections, and laboratory testing
- Carlton Road - construction materials engineering, materials testing, inspections, and laboratory testing

CLIENT CONTACT:

Edmund Bas, P.E.
Assistant County Engineer
(772) 462-2184
base@stlucieco.org

DATE:

2022 - Present

ROLE:

Prime Consultant

Palm Beach County

Construction Materials Testing, Geotechnical Engineering and Inspection Annual Services on a Work Order Task Basis

Scope of work: annual testing, geotechnical engineering, materials testing, and inspection services including geological studies, geophysical studies, bridge foundation studies, pile foundation studies, geotechnical drilling, materials engineering, special/threshold inspections

Projects examples and services performed:

- Palm Beach County Water Utilities Department Western County Projects, 11 Locations – construction materials engineering, materials testing, inspections, and laboratory testing to close permits including pavement cores, field density tests, Proctors, and Limerock Bearing Ratio
- Sandalfoot Boulevard and State Road (SR) 7, and SW 3rd Street and SR 7 Bridge Replacements and Intersection Improvements - construction materials engineering, field and laboratory testing, field inspections, Pile Driving Analysis (PDA)/design, Pile Dynamic Testing (PDT), prestress yard inspections
- Western Region Operations Center - subsurface exploration, geotechnical engineering, and geotechnical engineering recommendations (as a subconsultant); construction materials engineering, field and laboratory testing, inspections, special/threshold inspections

CLIENT CONTACT:

Jeff Halverson, P.E.
Project Manager
(561) 233-0236
JHalverson@pbcgov.org

DATE:

1998 – 2023

ROLE:

Prime Consultant

Various Municipal Projects for Alan Gerwig & Associates, Inc.

Geotechnical Engineering and Construction Materials Testing As Needed

Scope of work: subsurface exploration, geotechnical engineering analysis, and geotechnical engineering recommendations; deep foundation observation, construction materials engineering, field and laboratory testing, inspections, special inspections

Projects examples and services performed:

- Sandalfoot Boulevard Bridge and SR 7 Bridge Replacement and Intersection Signalization Improvements (Palm Beach County) – subsurface exploration, geotechnical engineering analysis, and geotechnical engineering recommendations
- Todd Robiner Park Kayak Launch and Boat Ramp (Village of Royal Palm Beach) - subsurface exploration, geotechnical engineering analysis, and geotechnical engineering recommendations
- Island Drive Bridges (City of Riviera Beach) - construction materials engineering, field testing and inspections, Pile Driving Analysis (PDA), vibration monitoring

CLIENT CONTACT:

Alan Gerwig, P.E.
President
(561) 792-9000
agerwig@aga-engineering.com

DATE:

2001 - Present

ROLE:

Subconsultant



B Experience of the Firm

Core Team Members	Contract/Project References					Work Performed	
	Village of Royal Palm Beach CSC	School District of Palm Beach County CSC	St. Lucie County CSC	Palm Beach County CSC	Various Municipal Projects for Alan Gerwig & Assoc.	Geotechnical Engineering	Construction Materials
Michael O'Connor, PE, SI	■	■	■	■	■		■
Jason DuBois	■	■	■	■	■	■	
Justin Adams	■	■	■	■	■		■
Jaime Velez, PE	■	■	■	■	■	■	
David Youngstrom	■	■	■	■	■		■

Significant or Unique Accomplishments

Terracon has made significant and/or unique accomplishment in previous contracts that we currently hold. Our geotechnical recommendations and responsive field testing have resulted in acceleration of construction schedules and reduction of construction costs. For example, Terracon performed services for Fire Station No. 18 in Jupiter. The site was underlain with organic soils (muck). Our recommendation to leave the muck in place and surcharge the building area foundation soils resulted in a drastic reduction in site preparation cost and time.

Terracon saved one of our clients over \$300,000 through development of an alternate ground modification method on a local State Road project. Our solution was reviewed and approved by the FDOT as an alternative to the design geotechnical engineer's method.

Terracon, a member of the Carollo Team for the C-43 West Basin Storage Reservoir, has provided design phase geotechnical work that consisted of subsurface exploration, laboratory testing, embankment seepage and stability modeling, embankment settlement forecasting, evaluation of structure foundations and more. Terracon also participated in design meetings and provided input for construction drawings and specifications. The project design was completed via four bid packages. Our staff worked seamlessly with the project team, which included the SFWMD, the USACE, and the Carollo Team to deliver the project. Frequent review of budget burn rates, schedule and personnel assigned to the project assured that the project was delivered on time and on budget. Quality reviews were completed in accordance with Terracon's Authorized Project Reviewer (APR) methodology.

As a member of the Interstate 75 Segment "E" design-build team, Terracon served as an instrumental part of the improvements project. As with most area projects, the geotechnical design was complicated by existing marshy terrain and unknown subsurface conditions. Terracon's subsurface exploration team worked quickly to collect all the necessary data from the field, enabling our geotechnical engineers to collaborate with the project's lead designer, WSP USA, to understand the conditions. Terracon also needed to coordinate with the construction engineering consultant firm (CEI), Target Engineering, and FDOT. Tasks included communication about data, scheduling, testing, and reporting results. A unique challenge for data reporting on this project was moving data entry from the Laboratory Information Management System to the Materials Acceptance Certification system at the midpoint of the project. Terracon provided reliable data using properly trained, certified, and experienced staff to confirm the integrity of the materials used met the project specifications.

During a previous contract with FDOT Districts 4 and 6 (D4/6), Terracon provided construction materials verification material testing and quality assurance material testing services for various projects on a task order basis. The budget for the tasks were managed and monitored closely in Terracon's system to ensure each task was completed within provided funds. Asphalt testing services were generally on an on-call basis and budgets for these tasks were monitored closely. FDOT required multiple personnel for asphalt verification and independent verification services. Due to multiple office locations and one of the largest fleet of asphalt technicians in South Florida, Terracon was able to provide the required personnel, even on short notice. This assured that the construction activities were not delayed, cancelled or rescheduled. Terracon has a long-term relationship with the FDOT Materials Office and has held several similar contracts with D4/6 since 2005. Our reselection on these contracts demonstrates our continued commitment and high level of performance to provide these services for our client.



Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: Terracon Consultants, Inc.	
Reference Name: Village of Royal Palm Beach	
Person to Contact: Christopher Marsh, P.E.	
Job Title: Village Engineer	
Email: cmarsh@royalpalmbeachfl.gov	Telephone: (561) 790-5161

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: Terracon Consultants, Inc.	
Reference Name: School District of Palm Beach County	
Person to Contact: Angel Garcia, LEED AP BD+C	
Job Title: Senior Projects Administrator / Facilities Projects	
Email: angel.garcia.1@palmbeachschools.org	Telephone: (561) 882-1916

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

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Professionalism _____	Final Product _____
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Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: Terracon Consultants, Inc.	
Reference Name: St. Lucie County	
Person to Contact: Edmund Bas, P.E.	
Job Title: Assistant County Engineer	
Email: base@stlucieco.org	Telephone: (772) 462-2184

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

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Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: Terracon Consultants, Inc.	
Reference Name: Palm Beach County	
Person to Contact: Jeff Halverson, P.E.	
Job Title: Project Manager	
Email: JHalverson@pbcgov.org	Telephone: (561) 233-0236

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

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How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
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Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: Terracon Consultants, Inc.	
Reference Name: Alan Gerwig & Associates, Inc.	
Person to Contact: Alan Gerwig, P.E.	
Job Title: President	
Email: agerwig@aga-engineering.com	Telephone: (561) 792-9000

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

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What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

C Approach to Contract Administration

1. Approach to responding to work requests and strategies used to prepare proposals:

Our primary objective for this continuing services contract is to provide cost-effective (value-added) engineering services that help to facilitate the on-time design and construction of Town projects within prescribed budgets. Based on our experience with the Town of Jupiter, we know that meeting this objective will require dual performance within the following categories: 1) technical expertise; and 2) personalized, attentive service.

Responsive, personalized service is a major part of Terracon's mission. The nature of geotechnical and construction-related engineering services is that it is typically required on short notice and within a tight schedule. Understanding this, we know that it is important to have strong, local leadership and a large, local staff ("bench depth") to meet these expectations. Our local staff and office/laboratory facility rank among the largest in South Florida and our extensive experience with municipalities allows us to provide the responsive and cost-effective (value-added) services required by the Town of Jupiter.

A primary key to our project management plan is the assignment of a single point-of-contact, a Core Team Leader (Michael O'Connor, P.E., S.I.), who will be a reliable advocate for the Town. With over 40 years of experience, Michael has been managing projects and has provided hands-on engineering for a variety of municipalities for the majority of his career. Project managers in each area of expertise will support our Core Team Leader in the execution of the required scope of services. Michael and his team are equipped, experienced, and skilled in providing all the services as outlined in the Town's solicitation document. The project managers will oversee all the assignments within their area of expertise and will be supported by the office and field staff whose experience level is commensurate with the work assignment.

Terracon will serve as an extension of the Town of Jupiter. Once contacted by the Town, our Core Team Leader will meet with your staff to gain a thorough understanding of the task(s) to be accomplished. Our staff will meet to lay out the project implementation including staff to be involved. Then the project team will meet regularly to be sure that all tasks are on track concerning timelines and cost schedules. The Town will be apprised of the schedule.

2. Processes that are utilized to implement and execute various work tasks:

"Work Order" driven contracts are the primary contract mechanism that Terracon performs on a vast majority of our public-sector work. In essence, our clients issue individual work assignments or "work orders" for a project that is then performed under a predetermined scope and established cost schedule. Scheduling is the key component in project implementation. It drives the entire project from start to successful completion. Scheduling assures that each task is assigned and carried out to meet project milestones and deadlines - crucial for keeping a project on track. Frequent and open communication with the appropriate regulatory agencies, especially during the development of a scope and strategy for project implementation, is essential to developing a schedule that will satisfy the project directives.

At the beginning of each project, the Core Team Leader, along with other key staff will determine the sequence of activities most significant to the completion of the project/task. The time for each activity will be assessed, the coordination and selection of subconsultants and staff verified, and the scheduling sequence will be developed. Adhering to this type of scheduling assures the coordination of the team and outside contractors, etc. from being onsite too early or too late. Also, when circumstances arise where the schedule must be changed, the changes can be incorporated into the schedule without disturbing the flow of the project.

3. Ability to meet production schedules and commitment to perform in a timely fashion:

The capacity to complete a project in the required time requires strong leadership. Our past success is based on demonstrated leadership capabilities, and the ability to manage resources for a successful project. Additionally, we have developed the expertise, resources, technical capabilities, and tracking systems to ensure completion of assignments on schedule and within budget. As a strong, employee-owned, national firm, we will draw from our pool of over 6,000 employees (approximately 354 in Florida), effectively and seamlessly, to assist the local office with larger projects, should the need arise. Considering these resources, your projects will be assured the prompt and professional attention they deserve.

4. Favorable cost containment approaches that have been successful and addressing budget overruns:

Terracon understands the importance of best utilizing the area's local resources to control project costs. From the geotechnical engineering side, one way we do this is by looking at the value of ground improvements to improve the bearing capacity in order to reduce footing sizes (concrete). Methods available for this include vibratory roller compaction in combination with soil exchange, vibro-compaction (vibro-flotation), and dynamic deep compaction. Knowing local construction practices allows us to evaluate methods that can be employed practically.



C Approach to Contract Administration

Terracon's geotechnical engineers are well seasoned with a broad experience base related to pavement design and construction. They are experienced in developing practical cost-effective solutions to less than favorable site condition issues (e.g., poor soils, high water table, etc.). Examples of such solutions are the use of geogrid reinforcement to reduce base rock thicknesses, the use of alternate base materials (e.g., asphaltic concrete, soil-cement, cement-treated base), and surcharging to eliminate or reduce muck removal. Additionally, prompt execution of the firm's geotechnical engineering services helps facilitate the on-time design and construction of projects within prescribed budgets.

During construction, a key cost control component of our services is ensuring that the construction materials comply with the project plans and specifications. Performing these services expeditiously saves time thereby reducing costs. We accomplish this by using trained and certified field personnel supported by professional, hands-on engineers experienced with local conditions. Terracon's staff can troubleshoot and problem-solve in the field, something that is critical to keeping construction projects running smoothly. It is imperative that this can be done quickly to avoid potential delay claims, and to keep the project on schedule. It is not uncommon during construction for us to be asked to evaluate (value engineer) alternate materials or techniques to save money and/or time.

The firm's financial systems and timesheet data entry programs are the cornerstones on which our financial success is built. All employee time and mileage are recorded in a time and expense (T&E) system and out-of-pocket expenses are recorded in an expense reporting system. T&E reports are the basis for employee checks, accounting records, project management reports and client billings. Contract and project managers' access to the costs associated with the project helps ensure that project expenses are in line with those proposed. On a project basis, Terracon's approach is to always find the most cost-effective and practical approach, whether to our work or the project design/construction. Our extensive local experience provides us with the expertise to perform studies and develop practical solutions to problems that save time and money.

Communication is the key to avoiding budget overruns. Terracon will make it a top priority to have clear communication with the Town, project managers, team members, contractors, and other project stakeholders. Our project managers are available to meet with the Town at the start of each project and clearly identify your needs and expectations. They will also properly communicate information to the team. Terracon will maintain a consistent team throughout the duration of this contract, which will minimize issues encountered when handing off a project to a new team member. Meeting internal deadlines for deliverables, accurate and consistent work processes and products, and on-time delivery to the Town is also key to avoiding budget overruns.

For construction materials testing projects, time and material unit rates are applied. When 75% of the budget is reached, we evaluate the budget remaining and the budget completed. Terracon's internal quality control system allows us to see all expenses in real-time and will alert us to complete a budget analysis at the 75% milestone. We will communicate with the Town in advance while there is 25% of the budget remaining. This will allow for the opportunity to make adjustments concerning the scope and/or request additional funds. The aforementioned budget can be reviewed at any time during the life of the project. Geotechnical engineering work will be proposed for a fixed lump sum amount. Terracon will develop an appropriate scope of work for the required geotechnical services. We are confident in our ability to accurately define each scope with a fixed lump sum. No request for additional funds will occur unless the Town requests additional work to be performed.

5. Positive and efficient communication with the Town staff, contractors, and/or field technicians:

The key to delivering successful services rests with the quality of the communications between the client and the project team. Terracon will assign a highly-experienced project manager in each area of expertise to provide the direct line of communication to your team. Your Core Team Leader, Michael, will be responsible for overall performance, administration, billing, project review and will serve as your main point-of-contact. There will be frequent communication between our Core Team Leader, our project managers, your staff, the contractor, and field technicians as this has proven to provide more responsive and consistent results when managing these types of services.

6. Processes to communicate unforeseen issues and/or errors should they arise:

Our commitment is immediate communication of non-conformance to project team members identified in the initial meeting with the distribution of reports to the Project Team within 24 hours. Our communication will always maintain a spirit of cooperation and teamwork with all stakeholders. When issues arise, we will bring our collective expertise to work proactively with the Town staff and the project team to develop effective and efficient resolutions, so that the project schedule and costs are not affected.

7. Proposal example that required standard proctor(s), field density tests, and concrete cylinders:

Provided on the following pages.





August 3, 2021

Town of Jupiter, FL
210 Military Trail
Jupiter, Florida 33458

Attn: Amanda Barnes, P.E.
Email: amandab@jupiter.fl.us

RE: Proposal for Construction Materials Engineering & Testing Services
S1606A Juno Street Stormwater Pump Station
Old Dixie Highway and Juno Street
Jupiter, Florida
Terracon Proposal No.: PHD211092

Dear Mrs. Barnes:

Terracon Consultants, Inc. (**Terracon**) appreciates the opportunity to submit this proposal to conduct Construction Materials Engineering & Testing (CMET) services at the above site.

This proposal outlines our understanding of the project based on the information that has been provided to us in an email dated 7/12/2021 and our experience in similar projects. The following items highlight the attributes and strengths that the **Terracon Team** brings to this project:

- **Geotechnical Knowledge** – *Terracon has performed geotechnical services at various sites around the project's area, and thus are very familiar with the area's soil conditions!* Any soils related issues can be quickly addressed by our geotechnical engineers.
- **Safety** – Safety plays a major role in providing quality work in a timely manner. Our construction services field staff has attended the **OSHA 10 hour Construction Site Safety Training**. A copy of their certifications can be provided upon request.

A. PROJECT INFORMATION

Terracon understands the project consists of site improvements to existing storm water pump station located at Old Dixie Highway and Juno Street, Jupiter, Florida. Site improvements include new utilities.

Site Information

ITEM	DESCRIPTION
Location	Old Dixie Highway and Juno Street, Jupiter, Florida

Should any of the above information or assumptions be inconsistent with the planned construction, we request the opportunity to review this proposal and modify it accordingly for re-submittal to your attention.

Terracon Consultants, Inc. 1225 Omar Rd. West Palm Beach, Florida 33405
P [561] 689-4299 F [561] 689-5955 terracon.com

B. SCOPE OF SERVICES

A detailed Fee Proposal/Scope of Services for CMET services with the estimated manpower and required tests and frequencies is attached to this proposal (Exhibits A). The proposed scope of services presented in the attached Exhibit "B" is based on testing and inspection types noted in the project plans and geotechnical report, along with typical test and inspection types for items not addressed. **Should any of these items be incorrect or not applicable, please notify us and the proposal will be modified accordingly. Once the specifications become available, this information should be reviewed by Terracon to confirm its requirements have been satisfactorily addressed in our scope of services.**

We recommend that the scope of work described in the attached Scope of Services/Fee proposals be provided to the person(s) who will be responsible for scheduling our services so that they are aware of the services that are proposed. We would also be pleased to meet with the responsible party and go over our scope of services.

Our services specifically exclude job site safety responsibility and our services do not relieve any contractor/subcontractor from complying with project specifications.

C. REPORTING

Documentation is critical to the success of any testing and inspection project. The quality of our testing and inspection work is only valuable if the field personnel keep proper documentation of their visual observations, direct measurements/tests, photographic documentation, and field notes; the information is properly reviewed by a Professional Engineer; and the information is distributed to the Owner/Design/Construction team timely.

Terracon created its Construction Materials Engineering and Lab Management System (CMELMS) to manage the data that will be created. This system allows the project team to easily track, manage and distribute field and laboratory reports in real time and quickly sort through the information to consult on critical issues. Technicians/Inspectors are scheduled, costs and budgets are tracked and daily progress is communicated to keep owners and the design/construction team informed every step of the way.

With CMELMS our goals are simple. We will deliver:

- Written notification of deviations within 24 hours
- Field reports in no more than five business days from when field services were provided (typically 1 to 2 days)
- Laboratory reports in no more than two business days from when the laboratory services were completed (typically 0 to 1 day)

If tests/inspections made indicate non-compliance with the contract documents or referenced specifications, we will promptly notify the contractor personnel so corrective action can be taken and documented. Failing tests or non-conformance items (deviations) are immediately relayed to the

designated parties, and draft reports are available at the end of each day. The test results and inspection information are quickly entered into the system and formal reports are produced. Failing tests and project deviations are easily tracked in a tabular Project Deviation Log which is distributed to all appropriate parties when deviations are reported.

D. SAFETY

At Terracon, we all have a personal commitment to everyone going home safely each and every day. Incident and Injury-Free (IIF) is about care and concern for people. Safety is held as a core value as well as an operational priority. We are proud that our safety initiatives have resulted in a **2019 EMR of 0.71 and just recently announced 2020 EMR of 0.72.**

As a supplement to Terracon's safety culture, each employee receives safety training specific to the job function and/or project assigned through one-on-one discussions, morning safety conference calls or web-based training seminars. Safety is a primary focus of our monthly department meetings where each meeting includes discussion of a safety topic. Our field staff in the construction services group has attended the **OSHA ten-hour Construction Safety Training**. A copy of their certification can be provided upon request.

IIF is not just something we do; it's part of everything we do.

E. SCHEDULING

Our innovative system that includes Microsoft Office Outlook and our proprietary Construction Materials Engineering Laboratory Management System (CMELMS™) software will be used for scheduling and tracking work tasks for our field personnel. Scheduling should not be coordinated through our field personnel.

Our services will be performed on an as-requested basis with scheduling by contractor or his designated personnel. We request our services be scheduled a minimum of one working day in advance. We request a notice of two working days prior to the commencement of each category of activities. We will endeavor to schedule services on lesser notice, but may not always be able to meet the desired project schedule. All requests for services should be submitted to our local West Palm Beach office phone (561) 689-4299 **between 8:00am and 4:30pm, Monday through Friday. Messages left on the scheduling line outside of these hours on weekdays or on Saturday, Sunday and Holidays will be received the next business day.**

Terracon will not be responsible for scheduling our services and will not be responsible for tests/inspections that are not performed due to a failure to schedule our services on the project or any resulting damage.

F. COMPENSATION

Terracon will provide the scope of services described on a time and materials (hourly and unit rate) basis. However, the construction schedule, weather conditions, efficiency of scheduling by site

Proposal for CMET Services
S1606A Juno Street Stormwater Pump Station
Jupiter, Florida
August 3, 2021 ■ Proposal No. PHD211092



personnel, etc. will determine the actual cost of our services. Based on the above scope, information provided, and noted assumptions, we propose the following budget for the project as shown in the attached Exhibit B.

- Construction Materials Engineering & Testing \$6,552.19

Please note that if additional scopes of work are requested or if additional site visits are requested beyond those anticipated we will discuss with you at that time and may need to increase the Project's Budget. Also, labor and expense charges associated with re-inspections/re-testing and contractor or weather-related standby/delay time is not included and will be described as such in reports and/or invoicing for your information. We will contact you if these situations occur.

The billing for our services will be directed to your attention on a monthly basis.

G. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services (Agreement) and returning one executed copy along with this proposal via email (mike.oconnor@terracon.com) or fax (561-689-5955). This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project.

Again, we greatly appreciate the opportunity to provide this proposal for our services during construction. If you have any questions, please do not hesitate to contact us.

Sincerely,

TERRACON CONSULTANTS, INC.

for Danille Fles
Orlando Conde.
Project Manager

Michael J. O'Connor, P.E.
Principal

Enclosure: Exhibits A –Scope of Services
Exhibits B – Proposed Scope of Services/Fee Proposal
Agreement for Services

EXHIBIT A – SCOPE OF SERVICES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING (CMET)

Fill Soil Testing

- Perform laboratory moisture-density relationship tests (Proctors) on representative fill and/or backfill soils per each visually different material type.
- Perform soil in-place field density tests at fill soil locations.

Storm/Water/Fire Main Pipe and Structure Backfill Soil Testing

- Perform soil in-place field density tests at pipe backfill locations.
- Perform soil in-place field density tests at structure backfill locations.

Concrete Testing

- **Slump:** Perform one test at point of discharge for each sample when test specimens are molded.
- **Temperature:** Measure temperature for each sample when test specimens are molded.
- **Test Specimens:** Mold one set of five (4" x 8") concrete test cylinders.
- Transport cast cylinders to our laboratory for curing and testing.
- Perform laboratory curing and compressive strength testing of cylindrical concrete specimens. Tests will be performed: one at 3-day, one at 7-day, one at 21-day and two specimens at 30-days.

S1606A Juno Street Stormwater Pump Station

PHD211092

CONSTRUCTION MATERIALS TESTING SERVICES ESTIMATE

Soils Testing Services					
Description		Total Units	Type	Rate	Extended Cost
1	Field Density Test (five {5} minimum)	175	Test	\$24.00	= \$4,200.00
2	Standby Time will be charged in 30 increments when below Min.	Allowance	30/Min	\$25.00	= \$0.00
3	Proctor Test	4	Each	\$100.00	= \$400.00
4	Limerock Bearing Ratio (LBR)	2	Each	\$325.00	= \$650.00
				Totals	\$4,600.00
Concrete Testing Services					
Description		Total Units	Type	Rate	Extended Cost
1	Concrete Compression test (Min four (4) cylinders)	7	Set	\$140.00	= \$980.00
				Totals	\$980.00
Engineering Services					
Description		Total Units	Type	Rate	Extended Cost
1	Engineer, P.E.	3	Hours	\$130.00	= \$390.00
2	Staff Engineer	7	Hours	\$83.17	= \$582.19
				Totals	\$972.19
Management Services					
1	Subtotal of Services			Totals	\$6,552.19
2					= \$0.00
				Totals	\$6,552.19
				Total	= \$6,552.19

1225 Omar Road, West Palm Beach, Florida 33405 - p 561-689-4299 - f 561-689-5955

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Town of Jupiter FL ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the S1606A Juno Street Stormwater Pump Station project ("Project"), as described in Consultant's Proposal dated 07/30/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Florida law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: **Terracon Consultants, Inc.**

By: _____ Date: **8/6/2021**

Name/Title: **Michael J O'Connor / Office Manager IV**

Address: **1225 Omar Rd**
West Palm Beach, FL 33405-1046

Phone: **(561) 689-4299** Fax: _____

Email: **mike.oconnor@terracon.com**

Client: **Town of Jupiter FL**

By: _____ Date: _____

Name/Title: **Amanda Barnes**

Address: **210 Military Trl**
Jupiter, FL 33458-5786

Phone: **(561) 741-2537** Fax: _____

Email: **amandab@jupiter.fl.us**

D Approach to Field and Laboratory Services

1. Certifications and/or third-party accreditations:

Quality is the top priority of all our laboratory services. All Terracon laboratories operate under our Corporate Construction Materials Laboratory Quality Management System (QMS). We maintain laboratory certification through multiple third-party, industry-recognized accrediting agencies. Our quality commitment is rooted in our core value of safety. Our laboratory and field technicians are internally trained and externally certified as part of “doing things safe and right” for the benefit of our employees, clients, and communities.

2. Processes to minimize errors including internal quality assurance and quality control (QA/QC) programs and addressing field errors that may occur in field/laboratory testing:

To ensure that project and Terracon QC/QA requirements are achieved, our Project Manager is accountable for the overall quality of the project. The Project Manager is also responsible for verifying that the applicable QC criteria, project quality review, and company policies have been followed for all phases of the project. Our primary mechanism for achieving quality on every project lies with the individual performing the work. Each employee of Terracon has responsibilities for professional, technical, or administrative quality, whether on client projects or internal service assignments. To ensure our personnel execute their responsibilities, our Project Manager will be responsible for conducting checks and reviews, as required, as the work progresses to verify that the following elements of QC are continuously addressed during the project:

- Operational procedures
- Qualifications of personnel
- Condition and accuracy of instruments and equipment
- Standard materials
- Statistical evaluations
- Supervisory review of technical procedures and documents
- Use of control standards for evaluation of activities
- Sample identification, protection, chain-of-custody, storage and disposition
- Data recording, identification, security, checking, routing, filing and distribution

In order to accomplish this, the Project Manager operates under Terracon’s QA/QC policies and procedures. There are a number of key tools utilized at Terracon to maintain QC/QA. The Corporate Quality Program Manual (QPM) broadly defines the overall objectives for quality of our services and the overall responsibilities to assure that our services are:

- Consistent with professional practice
- Provide accurate tests and measurements
- Openly communicated with our clients
- Adhere to the agreed-upon contractual requirements

Terracon’s Quality Program is based on a continuous improvement philosophy that involves our employees and, when applicable, subconsultants, vendors, and users of our services. Quality service for our clients is achieved by following the methods and practices that have been developed at Terracon for the services being provided. Terracon has established specific operational positions, procedures, practices, and programs to ensure quality service to our clients at the individual project level. They include:

- Lines of responsibility, authority, and accountability
- Standard processes and practices
- QC of project execution
- Project QA

Terracon also continuously seeks to find improvements in practices and procedures to better serve our client’s needs. Services are supervised by senior professionals and managers who have experience and knowledge in the service being provided. Terracon will not perform work for which we are not adequately experienced or knowledgeable, or if we are unable to provide an appropriate quality of service. Our Project Quality Review Program more specifically defines our requirements for assuring quality at the project level within Terracon. The requirements of this are outlined in our Project Quality Review Manual (PQRM). The review process of any project deliverable is a critical element of QC and is a cornerstone of Terracon’s commitment to quality and excellence. The PQRM expands on specific QC/QA responsibilities established as part of Terracon’s Quality Program. Three Quality Control review levels have been established and are outlined in specific detail in Terracon’s PQRM. Project review Levels 1 through 3 are of increasing intensity.

Our PQR Program relies on the industry’s best practice of secondary and independent review. Terracon-approved reviewers provide the foundation for our QA process. Our philosophy behind reviewer selection is founded on the premise that our project deliverables benefit by incorporating the direction and oversight of our experienced technical staff and professionals.



D Approach to Field and Laboratory Services

Technical staff and senior professionals are appointed as Type I Reviewers and Authorized Project Reviewers (APRs) through a highly selective process, which maintains the quality and consistency of Terracon project deliverables. A Type II review must be performed by an APR who works in a different office from the one providing the LEVEL 2 and provides additional periodic reviews to verify quality and provide for a secondary check of technical issues that may arise during the project.

3. Internal processes to maintain field testing and laboratory equipment in good working order to provide data that can be considered reliable and accurate:

Test-performing equipment requires periodic maintenance; most require calibration, verification, or checking at regular intervals. A Terracon laboratory manager is typically responsible for overseeing equipment calibration, but the responsibility may be delegated. Each Terracon office maintains its equipment inventory in the Terracon Inventory Control and Calibration System (TICCS), an electronic database. TICCS provides a centralized equipment inventory, calibration, and maintenance tracking system for field and laboratory testing equipment. Each piece of equipment to be calibrated has a unique identification number assigned in TICCS. An electronic record identifies the piece of equipment, the individual who performed the calibration, the standard calibration procedure or internal procedure used for calibration, the standards and equipment used for the calibration, the results of the calibration, and the date the calibration was performed.

4. Processes to receive and schedule field testing activities and the ability to schedule a field technician within 24 hours' notice:

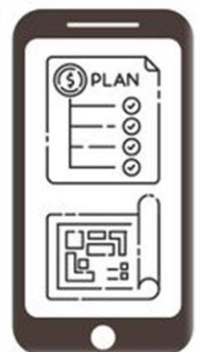
Once a contract is authorized for soils and material testing, we request 24-hour notice for scheduling of the field staff. However, we are often able to accommodate short-notice service requests. Terracon has a robust system that only allows certified field staff to be dispatched to your job site for the day's testing needs. When our dispatchers or project managers receive a call from a contractor or the Town, the system can automatically ensure that we appropriately assign certified personnel for the work. The inspector/technician will receive a calendar invite with all the appropriate information needed to perform the task.

5. How the firm equips and trains technicians to execute fieldwork and related testing on time and that accurately depicts conditions at the work site:

To help ensure the success of our QMS system, Terracon implements and maintains a training/evaluation program that allows employees to become and remain proficient in test procedures, equipment operation, and other specific job-related duties. Terracon personnel receive initial training and evaluation of competency internally. No employee is allowed to perform a specific test without direct supervision until competency has been confirmed and documented in Terracon University (TU), our internal training and education resource providing many relevant areas of study and formats for learning. Terracon encourages our materials personnel to obtain relevant certifications from recognized industry organizations, which include National Institute for Certification in Engineering Technologies (NICET), International Code Council (ICC), American Concrete Institute (ACI), American Welding Society (AWS), American Society for Nondestructive Testing (ASNT), and state and local agencies. NICET and ACI certification help document Engineering Technician knowledge and training using the current version of ASTM and AASHTO testing procedures. ICC and AWS certification programs help document inspector knowledge and capabilities for the ICC and the AWS welding code. NDE internal certification helps to document knowledge and training in nondestructive testing for structural steel and other metals.

6. Types of information and data that are recorded by field technicians and how test results are communicated in the field:

Our technicians utilize the latest technology in performing their work. We utilize one of our applications on our mobile devices to collect data from our day's activities. These enhanced and robust applications allow us to collect and enter our test and inspection data daily and submit the information digitally. Beyond simplifying the data collection process, the apps offer more advantages. Our applications are tied to our phone's GPS, which references the plan set in our systems. This means our technicians can see where they are standing on the plans when on site. Utilizing our mobile device's GPS eliminates misplaced tests in the field and geolocates all testing and inspection data within our deliverables. This geographic information greatly enhances methods for us to deliver data to you.



D Approach to Field and Laboratory Services

Our seamless data collection apps offer the following advantages:

- Form-based data collection – no missing information or lost papers
- Safe-Right procedures embedded in the forms
- Geographic information embedded in the report
- Pictures taken on-site are automatically tied to the report
- Dramatically reduced report turn-around times as complete reports can be submitted in the field
- Technicians always know where they are on the plan – no misplaced tests
- Test standards embedded in the forms
- Site maps embedded in the forms

Technology is an excellent tool; however, our tools are only as good as those using them and none so vital as our technicians' communication in the field. Our field personnel know the importance of reporting deviations and failed tests as quickly as possible to limit the amount of non-conforming material placed. We also make it a point to coordinate with site leaders before leaving the job site for the day. In this way, we do not miss unplanned site operations that may need attention. You can count on our field personnel to proactively communicate with you.

7. How and when field technicians document and provide notification of test results that do not meet proctor criteria:

Terracon's deviation log lists non-conforming items our field or laboratory personnel noted during an observation or test. The purpose of the log is to document the decisions made and actions taken by the contractor to address non-compliant structural components. Our employee-owners strive to help the project team identify potential deviations before they happen. If the contractor can quickly address an item, adding an item to the log may not be necessary. Our field personnel will communicate any discrepancies found at the time of inspection. Timely communication is critical during this process. Our proprietary project delivery system can report and track non-conforming items on the same day. Items on the deviation log will remain open until all parties agree on an official resolution. We understand the importance of tracking and communicating these items as soon as possible so your projects can continue progressing with minimal delay, saving you time and money.

8. Approach to communicating with the client on issues related to contractor readiness to complete testing and/or the need to accumulate standby time:

Terracon will bill for standby time if a Terracon technician arrives at a project site at the requested time and the contractor is not ready for our services and has not called to cancel or reschedule. If we are asked to leave and return or are rescheduled for another day, Terracon will bill a minimum of one (1) hour of technician time. Standby time is defined as one (1) hour after arriving onsite. With Terracon's accounting system, we will bill the cancelation and standby time as a separate task in order to track it for the Town of Jupiter.

9. Example of field report that includes field density tests and/or concrete cylinders with related documentation to demonstrate the quality of field reporting:

Example provided on the following pages.



Scan the QR Code to see how Terracon can put your information on the plan.

Right where you need it, right when you want it.

In 2023, Terracon completed
1,103,316
testing reports



Average Deviation Report turnaround time was 1.49 days.

FIELD DENSITY TEST REPORT

Report Number: HD231042.0006
Service Date: 08/29/23
Report Date: 08/29/23
Task:

Terracon
1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client

Town of Jupiter FL
Attn: Scott Pokorny
17403 Central Boulevard
Jupiter, FL 33458-5786

Project

DIW Site Improvements
Central Boulevard
Jupiter, FL

Project Number: HD231042

Material Information

Mat. No.	Proctor Ref. No.	Classification and Description	Laboratory Test Method	Lab Test Data		Project Requirements	
				Opt. Water Content (%)	Max. Lab Density (pcf)	Water Content (%)	Compaction (%)
1	HD231042.0004A	Brown medium to fine Sand traces of silt	AASHTO T180	13.3	109.7		Min 98

Field Test Data

Test No.	Test Location	Lift / Elev.	Mat. No.	Probe Depth (in)	Wet Density (pcf)	Water Content (pcf)	Water Content (%)	Dry Density (pcf)	Percent Compaction (%)
Sludge Box Embankment (2nd Lift)									
1	10` E/48`S of Pad	2	1	12	127.1	15.4	13.8	111.7	102
2	15`W/58`S of Pad	2	1	12	129.1	17.8	16.0	111.3	101
3	SE corner of pad	2	1	12	124.2	12.8	11.5	111.4	102
4	18`E/36`N of Pad	2	1	12	126.6	16.0	14.5	110.6	101

Datum: Top of existing grade

Std. Cnt. M: 711 Std. Cnt. D: 1925

S/N: 37914 Make: Troxler

Model: T3430

Last Cal. Date: 09/22/2022

Comments: Test and/or retest results on this report meet project requirements as noted above.
N/A

Services: Perform in-place density and moisture content tests to determine degree of compaction and material moisture condition.

Terracon Rep.: Edwin Ayestas Funes

Reported To: Tod Holley/BDI

Contractor: DBI Marine Contractors

Report Distribution:

- (1) Town of Jupiter FL, Scott Pokorny

(1) Kimley-Horn and Associates Inc, David Calle

(1) Town of Jupiter FL, Mark Molina
- (1) BDI Marine Contractors, LLC, Adam Cheatham

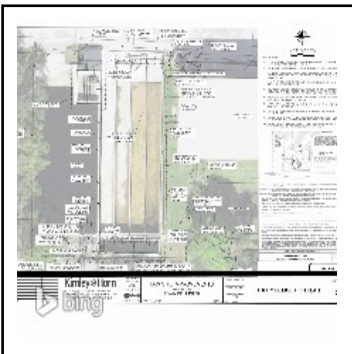
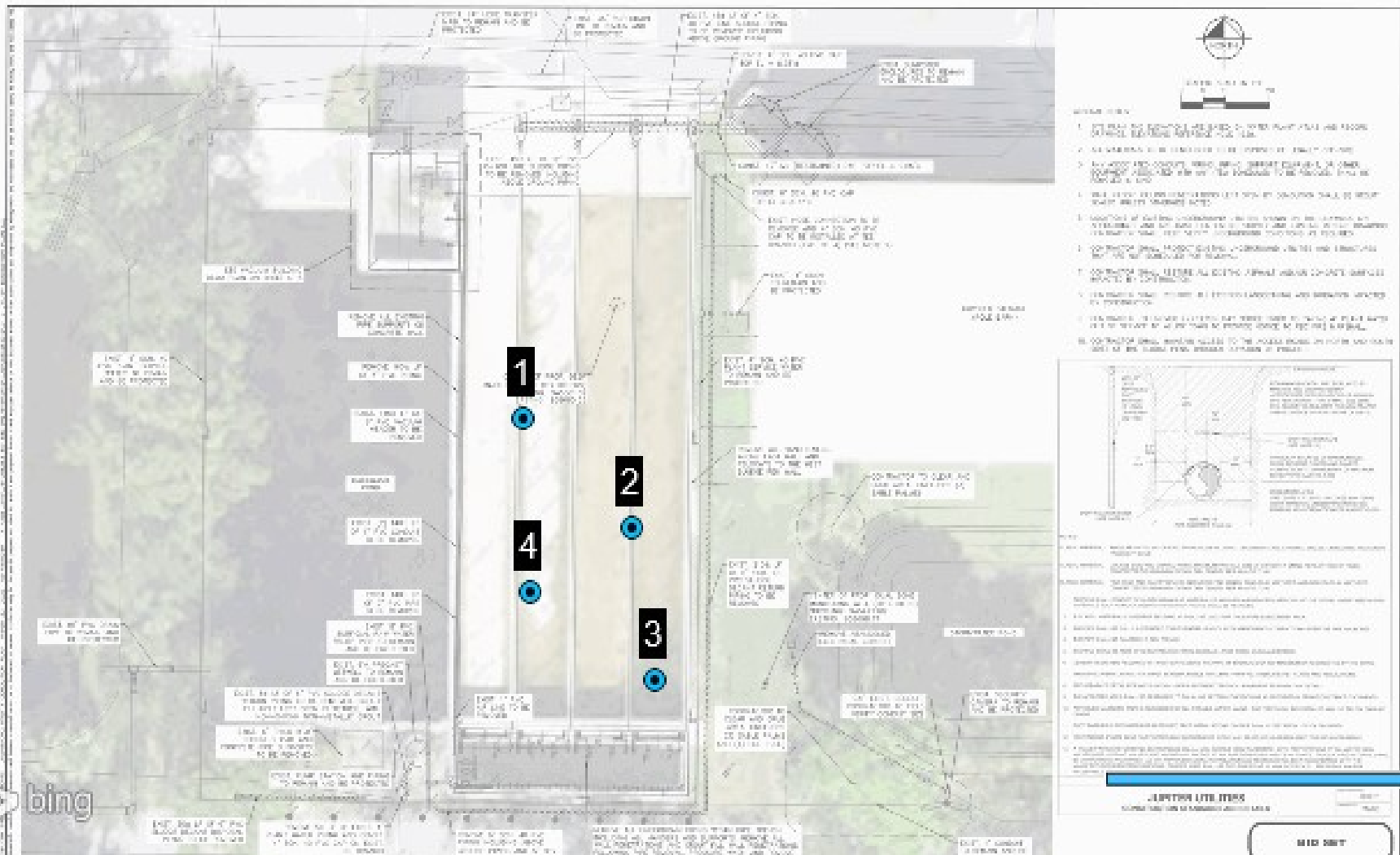
(1) Kimley-Horn and Associates Inc, Jason Lee

Reviewed By:



Test Methods: ASTM D6938

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



- Test
- ▲ Retested / Accepted
- ▲ ■ Deviation



1225 Omar Rd

West Palm Beach, FL

33405-1046

561-689-4299

terracon.com

DIW Site Improvements

Exhibit

Field Density Testing

A-1

Report Number:

HD231042.0006

Service Date:

08/29/2023

Employee:

Ayestas Funes, Edwin

Scale:

Refer to Drawing

26

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: HD231006.0032
Service Date: 09/29/23
Report Date: 10/30/23 Revision 2 - 28-day results
Task: PN0911-7390 - New Construction


1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client

School District of Palm Beach County
Attn: Angel Garcia
3661 Interstate Park Rd N Ste 200
Riviera Beach, FL 33404-5906

Project

Pine Grove Elementary School
400 SW 10th Street
Delray Beach, FL

Project Number: HD231006

Material Information

Specified Strength: 5,000 psi @ 28 days

Mix ID: 50905
Supplier: Supermix
Batch Time: 0449 Plant:
Truck No.: 2218 Ticket No.: 2329138

Sample Information

Sample Date: 09/29/23 Sample Time: 0500
Sampled By: Dennis Torres Ayala
Weather Conditions: Partly cloudy
Accumulative Yards: 10 Batch Size (cy): 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Slab on building 1 Zone 3
Placement Location: Grid line D/5.6
Sample Description: 4-inch diameter cylinders

Field Test Data

Test	Result	Specification
Slump (in):	5	5+/-1
Air Content (%):	2.5	Entrapped Max 3
Concrete Temp. (F):	92	
Ambient Temp. (F):	76	
Plastic Unit Wt. (pcf):	141.3	139.73
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Spec ID	Cyl. Cond.	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Max Load (lbs)	Comp Strength (psi)	Frac Type	Tested By
13	A	Good	4.01	12.63	10/04/23	10/06/23	7	66,515	5,270	3	JDA
13	B	Good	4.01	12.63	10/04/23	10/13/23	14	74,655	5,910	2	JDA
13	C	Good	4.02	12.69	10/04/23	10/27/23	28	91,505	7,210	2	DT
13	D	Good	4.02	12.69	10/04/23	10/27/23	28	86,055	6,780	2	DT
13	E				10/04/23		Hold				
Average (28 days)									6,990		

Initial Cure: Onsite Cooler Final Cure: Moist Room

Comments: Average compressive strength of 28 day cylinders complies with the specified strength.

Note: Reported air content does not include Aggregate Correction Factor (ACF).
Concrete pour start at 5 am

Samples Made By: Terracon

Services: Sample fresh concrete at the placement locations, perform required field tests and cast compressive strength samples. If air content and/or min/max temps are not shown above tests were not recorded.

Terracon Rep.: Dennis Torres Ayala

Reported To: Steve/Weitz Company

Contractor: Steve w/ The Weitz Company

Report Distribution:

See attached distribution list.

Test Methods: ASTM C 31, ASTM C39, ASTM C138, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: HD231006.0032
Service Date: 09/29/23
Report Date: 10/30/23 Revision 2 - 28-day results
Task: PN0911-7390 - New Construction


1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client
School District of Palm Beach County
Attn: Angel Garcia
3661 Interstate Park Rd N Ste 200
Riviera Beach, FL 33404-5906

Project
Pine Grove Elementary School
400 SW 10th Street
Delray Beach, FL

Project Number: HD231006

Material Information

Specified Strength: 5,000 psi @ 28 days
Mix ID: 50905
Supplier: Supermix
Batch Time: 0527 **Plant:**
Truck No.: 4491 **Ticket No.:** 2329162

Sample Information

Sample Date: 09/29/23 **Sample Time:** 0535
Sampled By: Dennis Torres Ayala
Weather Conditions: Partly cloudy
Accumulative Yards: 10 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Slab on building 1 Zone 3
Placement Location: Grid line C.5/4.3
Sample Description: 4-inch diameter cylinders

Field Test Data

Test	Result	Specification
Slump (in):	4 1/4	5+/-1
Air Content (%):	2.4	Entrapped Max 3
Concrete Temp. (F):	93	
Ambient Temp. (F):	76	
Plastic Unit Wt. (pcf):	141.6	139.73
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Spec ID	Cyl. Cond.	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Max Load (lbs)	Comp Strength (psi)	Frac Type	Tested By
14	A	Good	4.01	12.63	10/04/23	10/06/23	7	75,940	6,010	2	JDA
14	B	Good	4.01	12.63	10/04/23	10/13/23	14	83,145	6,580	3	JDA
14	C	Good	4.01	12.63	10/04/23	10/27/23	28	85,265	6,750	2	DT
14	D	Good	4.01	12.63	10/04/23	10/27/23	28	88,260	6,990	2	DT
Average (28 days)									6,870		
14	E				10/04/23		Hold				

Initial Cure: Onsite Cooler **Final Cure:** Moist Room

Comments: Average compressive strength of 28 day cylinders complies with the specified strength.
Note: Reported air content does not include Aggregate Correction Factor (ACF).

Samples Made By: Terracon

Services: Sample fresh concrete at the placement locations, perform required field tests and cast compressive strength samples. If air content and/or min/max temps are not shown above tests were not recorded.

Terracon Rep.: Dennis Torres Ayala
Reported To: Steve/Weitz Company
Contractor: Steve w/ The Weitz Company
Report Distribution:
See attached distribution list.

Test Methods: ASTM C 31, ASTM C39, ASTM C138, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: HD231006.0032
Service Date: 09/29/23
Report Date: 10/30/23 Revision 2 - 28-day results
Task: PN0911-7390 - New Construction


1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client

School District of Palm Beach County
Attn: Angel Garcia
3661 Interstate Park Rd N Ste 200
Riviera Beach, FL 33404-5906

Project

Pine Grove Elementary School
400 SW 10th Street
Delray Beach, FL

Project Number: HD231006

Material Information

Specified Strength: 5,000 psi @ 28 days
Mix ID: 50905
Supplier: Supermix
Batch Time: 0557 **Plant:**
Truck No.: 2218 **Ticket No.:** 2329176

Sample Information

Sample Date: 09/29/23 **Sample Time:** 0650
Sampled By: Dennis Torres Ayala
Weather Conditions: Partly cloudy
Accumulative Yards: 10 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Slab on building 1 Zone 2
Placement Location: Grid line C.9/3.2
Sample Description: 4-inch diameter cylinders

Field Test Data

Test	Result	Specification
Slump (in):	5 1/4	5+/-1
Air Content (%):	2.7	Entrapped Max 3
Concrete Temp. (F):	93	
Ambient Temp. (F):	76	
Plastic Unit Wt. (pcf):	141.3	139.73
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Spec ID	Cyl. Cond.	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Max Load (lbs)	Comp Strength (psi)	Frac Type	Tested By
15	A	Good	4.02	12.69	10/04/23	10/06/23	7	71,095	5,600	3	JDA
15	B	Good	4.01	12.63	10/04/23	10/13/23	14	75,155	5,950	3	JDA
15	C	Good	4.01	12.63	10/04/23	10/27/23	28	87,320	6,910	2	DT
15	D	Good	4.02	12.69	10/04/23	10/27/23	28	83,845	6,610	3	DT
15	E				10/04/23		Hold				
Average (28 days)									6,760		

Initial Cure: Onsite Cooler

Final Cure: Moist Room

Comments: Average compressive strength of 28 day cylinders complies with the specified strength.

Note: Reported air content does not include Aggregate Correction Factor (ACF).

Samples Made By: Terracon

Services: Sample fresh concrete at the placement locations, perform required field tests and cast compressive strength samples. If air content and/or min/max temps are not shown above tests were not recorded.

Terracon Rep.: Dennis Torres Ayala

Reported To: Steve/Weitz Company

Contractor: Steve w/ The Weitz Company

Report Distribution:

See attached distribution list.

Test Methods: ASTM C 31, ASTM C39, ASTM C138, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: HD231006.0032
Service Date: 09/29/23
Report Date: 10/30/23 Revision 2 - 28-day results
Task: PN0911-7390 - New Construction


1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client

School District of Palm Beach County
Attn: Angel Garcia
3661 Interstate Park Rd N Ste 200
Riviera Beach, FL 33404-5906

Project

Pine Grove Elementary School
400 SW 10th Street
Delray Beach, FL

Project Number: HD231006

Material Information

Specified Strength: 5,000 psi @ 28 days

Mix ID: 50905
Supplier: Supermix
Batch Time: 0628 Plant:
Truck No.: 4491 Ticket No.: 2329204

Sample Information

Sample Date: 09/29/23 Sample Time: 0730
Sampled By: Dennis Torres Ayala
Weather Conditions: Partly cloudy
Accumulative Yards: 0 Batch Size (cy): 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Slab on building 1 Zone 2
Placement Location: Grid line B/3.2
Sample Description: 4-inch diameter cylinders

Field Test Data

Test	Result	Specification
Slump (in):	6	5+/-1
Air Content (%):	2.6	Entrapped Max 3
Concrete Temp. (F):	93	
Ambient Temp. (F):	78	
Plastic Unit Wt. (pcf):	140.5	139.73
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Spec ID	Cyl. Cond.	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Max Load (lbs)	Comp Strength (psi)	Frac Type	Tested By
16	A	Good	4.02	12.69	10/04/23	10/06/23	7	58,180	4,580	2	JDA
16	B	Good	4.01	12.63	10/04/23	10/13/23	14	67,385	5,340	3	JDA
16	C	Good	4.01	12.63	10/04/23	10/27/23	28	76,300	6,040	2	DT
16	D	Good	4.02	12.69	10/04/23	10/27/23	28	74,205	5,850	2	DT
Average (28 days)									5,940		
16	E				10/04/23		Hold				

Initial Cure: Onsite Cooler Final Cure: Moist Room

Comments: Average compressive strength of 28 day cylinders complies with the specified strength.
Note: Reported air content does not include Aggregate Correction Factor (ACF).

Samples Made By: Terracon

Services: Sample fresh concrete at the placement locations, perform required field tests and cast compressive strength samples. If air content and/or min/max temps are not shown above tests were not recorded.

Terracon Rep.: Dennis Torres Ayala
Reported To: Steve/Weitz Company
Contractor: Steve w/ The Weitz Company
Report Distribution:
See attached distribution list.

Test Methods: ASTM C 31, ASTM C39, ASTM C138, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: HD231006.0032
Service Date: 09/29/23
Report Date: 10/30/23 Revision 2 - 28-day results
Task: PN0911-7390 - New Construction

Terracon
1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client
School District of Palm Beach County
Attn: Angel Garcia
3661 Interstate Park Rd N Ste 200
Riviera Beach, FL 33404-5906

Project
Pine Grove Elementary School
400 SW 10th Street
Delray Beach, FL

Project Number: HD231006

Material Information

Specified Strength: 5,000 psi @ 28 days
Mix ID: 50905
Supplier: Supermix
Batch Time: 0848 **Plant:**
Truck No.: 2210 **Ticket No.:** 2329349

Sample Information

Sample Date: 09/29/23 **Sample Time:** 0910
Sampled By: Dennis Torres Ayala
Weather Conditions: Clear
Accumulative Yards: 10 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Slab on building 1 Zone 1
Placement Location: Grid line C.7/2.5
Sample Description: 4-inch diameter cylinders

Field Test Data

Test	Result	Specification
Slump (in):	5 1/2	5+/-1
Air Content (%):	2.5	Entrapped Max 3
Concrete Temp. (F):	93	
Ambient Temp. (F):	78	
Plastic Unit Wt. (pcf):	141.6	139.73
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Spec ID	Cyl. Cond.	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Max Load (lbs)	Comp Strength (psi)	Frac Type	Tested By
17	A	Good	4.02	12.69	10/04/23	10/06/23	7	64,440	5,080	3	JDA
17	B	Good	4.01	12.63	10/04/23	10/13/23	14	72,305	5,730	3	JDA
17	C	Good	4.02	12.69	10/04/23	10/27/23	28	81,170	6,400	3	DT
17	D	Good	4.01	12.63	10/04/23	10/27/23	28	78,920	6,250	2	DT
Average (28 days)									6,320		
17	E				10/04/23		Hold				

Initial Cure: Onsite Cooler **Final Cure:** Moist Room

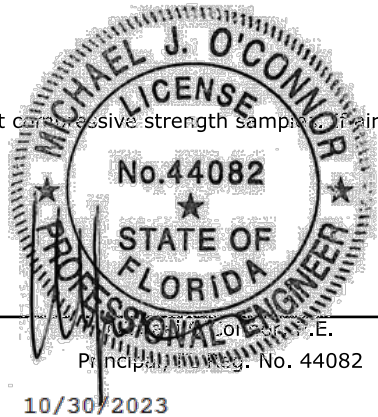
Comments: Average compressive strength of 28 day cylinders complies with the specified strength.
Note: Reported air content does not include Aggregate Correction Factor (ACF).

Samples Made By: Terracon

Services: Sample fresh concrete at the placement locations, perform required field tests and cast compressive strength samples. If air content and/or min/max temps are not shown above tests were not recorded.

Terracon Rep.: Dennis Torres Ayala
Reported To: Steve/Weitz Company
Contractor: Steve w/ The Weitz Company
Report Distribution:
See attached distribution list.

Reviewed By:

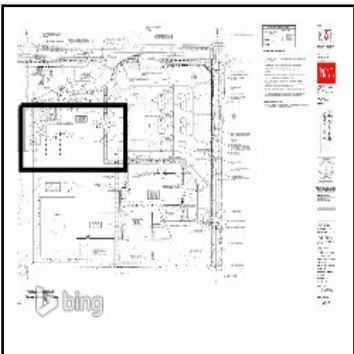
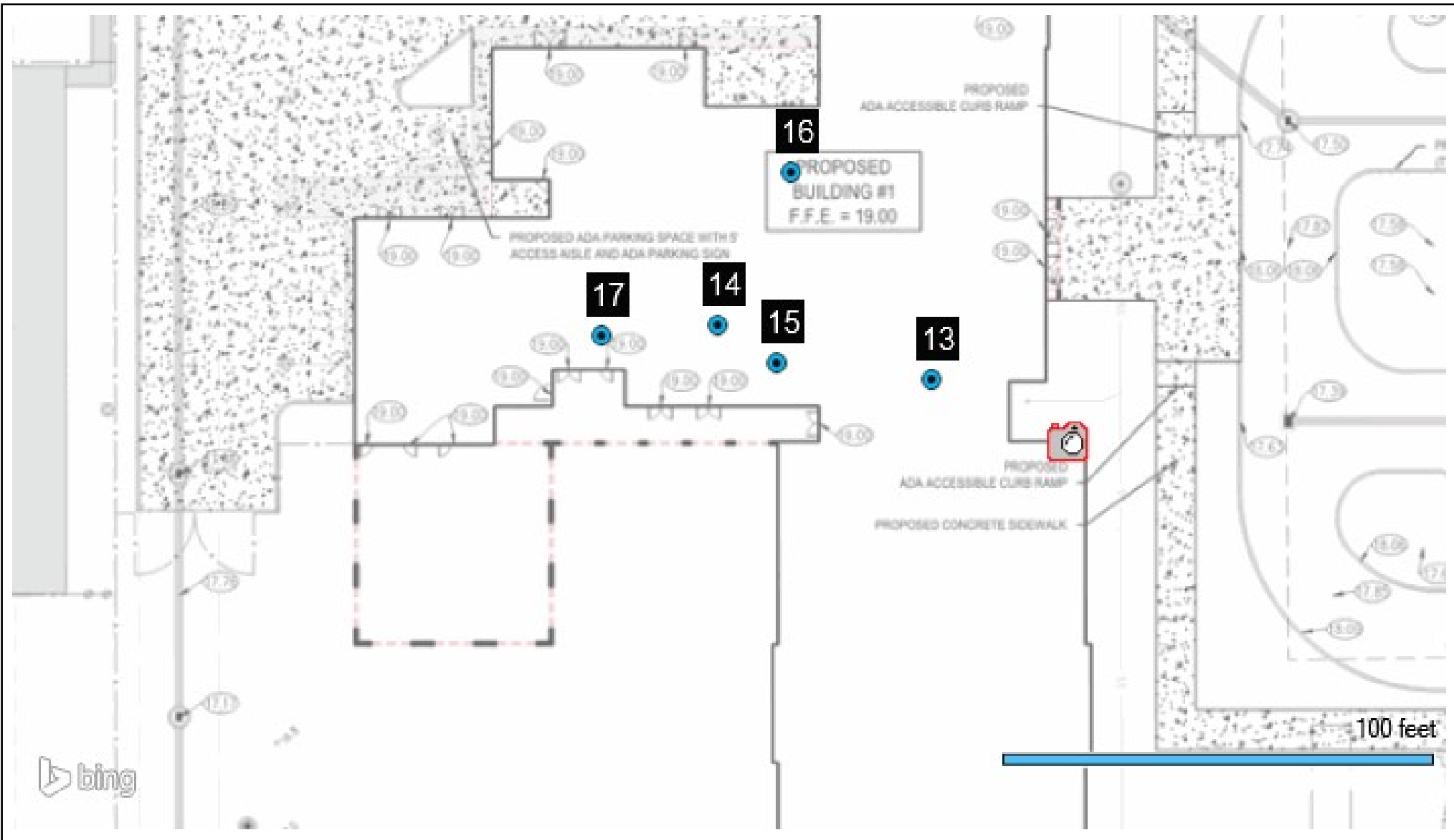


Principal, License No. 44082

10/30/2023

Test Methods: ASTM C 31, ASTM C39, ASTM C138, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



- Test
- ▲ Retested / Accepted
- ▲ ■ Deviation



1225 Omar Rd

West Palm Beach, FL

33405-1046

561-689-4299

terracon.com

**Pine Grove Elementary
School**

Concrete Compressive
Strength Test

Exhibit

A-1

Report Number:

HD231006.0032

Service Date:

09/29/2023

Employee:

Torres Ayala, Dennis

Scale:

Refer to Drawing

32

Distribution Page

Report Number: HD231006.0032

Service Date: 09/29/23

Report Date: 10/30/23 Revision 2 - 28-day results

Task: PN0911-7390 - New Construction



1225 Omar Rd

West Palm Beach, FL 33405-1046

561-689-4299

Distribution List

- (1) School District of Palm Beach County, Angel Garcia
- (1) Botek Thurlow Engineering Inc, Angel Eckerson
- (1) Botek Thurlow Engineering Inc, Stephen Botek
- (1) Johnson Structural Group, Inc., Mark Johnson
- (1) PGAL Architects, Kari Botek
- (1) PGAL Architects, Sam Ferrari
- (1) School District of Palm Beach County, Liston Gallimore
- (1) The Weitz Company LLC, Craig Monaghan
- (1) The Weitz Company LLC, Michael Krent
- (1) The Weitz Company LLC, Mike Newman
- (1) The Weitz Company LLC, Nick Pizza
- (1) The Weitz Company LLC, Steve Fieldon

E Approach to Project Documentation

On-time project and data delivery is an essential goal of Terracon and what we strive for on every project. Our Seamless Constructed Delivery system results from that goal and so much more. To better serve you, Terracon has developed multiple methods to get you the information you need on time. Our delivery and data systems can be combined to deliver the experience and knowledge you need to make your project successful.

1. System or processes used to document and maintain field test results:

Terracon uses our proprietary in-house database program, Construction Materials Engineering and Laboratory Management System (CMELMS), to manage and track field and laboratory reports, material samples, and test results.

2. System or processes used to document and maintain laboratory test results:

At Terracon, our full-time and dedicated laboratory professionals combine expertise, sophisticated testing equipment, and a rigorous quality management system to deliver accurate, precise, timely results – and the confidence that comes with them. Terracon's proprietary data management system (CMELMS) generates real-time test results of critical information, informing you of all test results and moving your project forward.

3. How and when Terracon transmits field reports to the client:

As previously mentioned, our field technicians utilize one of our applications on our mobile devices to collect data from our day's activities. These enhanced and robust applications allow us to collect and enter our test and inspection data daily and submit the information digitally.

- **Email:** Our automated quality system automatically submits reports to your chosen email address as soon as our Project Manager or Approved Project Reviewer (APR) completes their review. We know how important it is for you to have timely report availability notifications and to have reports "in hand" as soon as possible.
- **Terracon Compass:** Our latest client interfacing tool that elevates how we do business. Within Terracon Compass, you can access your projects and their associated data, including environmental and geotechnical projects. When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features of Compass include: Filters for Date Performed, Service Type, and Test Result Status; Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results; Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display them within a map while also showing them in a table format.
- **TARGETID:** TARGETID is our premier materials testing data delivery service. With actual CAD drawings inserted into our GIS system, you can interact with your information like never before. With real-time capabilities, you see the moment the field test or inspection begins, meaning you will always have the most up-to-date information. TARGETID also offers almost unlimited flexibility with items to map, statistical tools to keep on your dashboard, and filtering by elevations in high rises and significant cuts and fills. The flexibility and intuitive capabilities of TARGETID are ideal for "big data" projects and will most assuredly make your construction manager's life much more straightforward.
- **iTraMS:** iTraMS is a tool specially designed to work with multi-team alternative delivery projects. A completely customizable database, all quality team members can use the system. iTraMS is best described as a web-based database with the ability to have automated workflows outside of the immediate quality team. With ten customizable filters and the ability to track every test and inspection from dispatch through final acceptance, iTraMS offers transparency into the quality process where other systems lack. With the addition of trend chart graphing and statistical analysis, iTraMS is the tool you need on your project to provide maximum collaboration and visibility into the materials testing process.

4. How the firm archives and secures records generated for client projects:

Every project is different, and although you may appreciate and utilize any of our delivery methods, your project may require additional steps. Rest assured, Terracon will do whatever it takes to ensure your data and reports are filed where and how they must be for your project. Whether this includes porting PDF files into a file management system or entering raw results into a separate quality system, we will deliver the information when and how you need it. We also actively work with many third-party program management system providers and are always developing new and easier ways to move our information into your project's system. Additionally, Terracon has implemented a number of policies, including a Records Management Policy, to ensure that the various requirements of our clients, regulatory bodies, and other stakeholders are met. Project document storage is subject to the provisions of our Records Management Policy manual, the requirements of a project contract, requirements for accreditation, and the applicable state laws and regulations regarding our professional practices.

5. Capabilities and experience generating geotechnical and construction testing reports:

Terracon has more than 50 years of experience generating geotechnical and construction testing reports. Our West Palm Beach team has more than three decades of experience providing these exact types of reports for local municipalities, including the Town of Jupiter, and their projects. Transparent client communication, with a focus on innovation and sustainability (i.e., paperless practices), is extremely important to Terracon when consulting with our clients. Through customized applications, built in-house, our engineering professionals can work virtually and easily with our clients enabling us to deliver projects efficiently.



E Approach to Project Documentation

Terracon's GeoReport replaces the old-fashioned paper-based, static, bound report that has been used for over a century. This new web-based approach facilitates real-time collaboration and encourages innovation. GeoReport brings information and opinions to the design team, owner, and all stakeholders as they occur. All parties can join in the communication. Decision-making occurs collaboratively and is faster, more informed, and more efficient.

As previously mentioned, Our CMELMS™ software will provide a fast and reliable system to quickly transmit electronically critical construction (testing and inspection) data to the Town and other related parties. CMELMS™ maintains a tracking system for material performance, report distribution, and non-conformance items. It also allows for real-time management of work order budget and cost. A hardcopy report can be printed and personally delivered, sent electronically via e-mail, or posted to the Terracon Team's Client Portal (Compass).

Terracon's CDW provides our clients and other project contacts with an intuitive, user-friendly interface to view Terracon's documents and reports as well as providing flexibility in the way clients' data can be organized and viewed on the website. The CDW is a secure document-sharing portal allowing our clients or other approved subcontractors and external parties access to project documents on a web interface, which is accessed from terracon.com. Project managers can control who has access to specific projects and documents. Terracon has an extensive IT security program with two main goals. The first goal is to prevent viruses, worms, botnets, spyware, and other malicious programs from infecting and disrupting our networks and computers. Along with that is the second goal: ensuring that company, employee, and client confidential information is not accessed by unauthorized individuals or organizations. Once documents are uploaded, automated notifications let clients know they are available. This seamless flow of real-time information provides faster turnaround to clients and can reduce labor and expense involved with mailing documents or other challenges sometimes encountered with e-mailing. Terracon clients reap the benefits of accessing project information at a fraction of the time than if dependent on hard copies, as well as being able to quickly access archived information from a computer or mobile device.

6. Approach to oversight of staff and time spent on client projects for the purpose of managing project budgets:

Time is tracked in a time and expense (T&E) system. T&E reports are the basis for project management reports and client billings. Contract and project managers' access to the costs associated with the project helps ensure that project expenses are in line with those proposed. Time is billed via invoices that are processed through Terracon's internal invoice processing system, an integrated financial system that interfaces with both payroll and project accounting. Project data is updated weekly. Draft invoices are reviewed and must be approved by the project manager before being distributed to a client. A summary of accounts is included on all invoices. Budgets are tracked through Terracon's internal quality control system. This system requires that we constantly evaluate costs and project budget concerns throughout the duration of our projects. Our experience allows us to design cost-effective solutions for complex projects. Terracon is sensitive to the fact that time of year, phasing, and design complexities are all factors that influence project costs. We have a long track record of not only completing projects within budget but also finding innovative ways to reduce the overall project costs for the client.

7. Types of documentation used by the Firm to support billing and invoices:

Terracon understands that time and material invoices for the Town of Jupiter need to include an explanation for charges and an hourly breakdown of personnel billing. Each work order invoice shall include the project name, Town work order name and number, Town purchase order number, total work order amount, previously paid, current billing, amount remaining and copies of the engineering reports paid for under the invoice.

8. Documenting potential budget overruns that may arise for a project and resulting communication to the client:

Communication is the key to avoiding budget overruns. Terracon will make it a top priority to have clear communication with the Town, project managers, team members, contractors, and other project stakeholders. Our project managers are available to meet with the Town at the start of each project and clearly identify your needs and expectations. They will also properly communicate information to the team. Terracon will maintain a consistent team throughout the duration of this contract, which will minimize issues encountered when handing off a project to a new team member. Meeting internal deadlines for deliverables, accurate and consistent work processes and products, and on-time delivery to the Town is also key to avoiding budget overruns. For construction materials testing projects, time and material unit rates are applied. When 75% of the budget is reached, we evaluate the budget remaining and the budget completed. Terracon's internal QC system allows us to see all expenses in real-time and will alert us to complete a budget analysis at the 75% milestone. We will communicate with the Town in advance while there is 25% of the budget remaining. This will allow for the opportunity to make adjustments with regard to the scope and/or request additional funds. The aforementioned budget can be reviewed at any time during the life of the project. Geotechnical engineering work will be proposed for a fixed lump sum amount. Terracon will develop an appropriate scope of work for the required geotechnical services. We are confident in our ability to accurately define each scope with a fixed lump sum. No request for additional funds will occur unless the Town requests additional work to be performed.

9. Example of a report and invoice that includes standard proctor(s), field density tests, and concrete cylinders:

Example provided on the following pages.



LABORATORY COMPACTION CHARACTERISTICS OF SOIL REPORT

Report Number: HD231042.0001A

Service Date: 08/07/23

Report Date: 08/11/23



1225 Omar Rd

West Palm Beach, FL 33405-1046

561-689-4299

Client

Town of Jupiter FL
Attn: Scott Pokorny
17403 Central Boulevard
Jupiter, FL 33458-5786

Project

DIW Site Improvements
Central Boulevard
Jupiter, FL

Project Number: HD231042

Material Information

Source of Material: Existing Ground
Proposed Use: Pipe backfill

Sample Information

Sample Date: 08/07/23
Sampled By: Edwin Ayestas Funes
Sample Location: Stockpile

Sample Description: Dark brown mediu to fine Sand

Laboratory Test Data

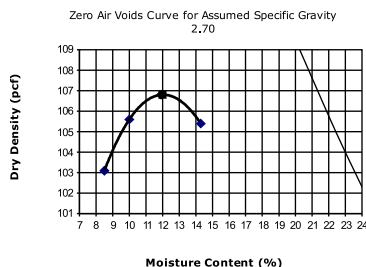
Test Procedure: AASHTO T180
Test Method: Method A
Sample Preparation: Dry
Rammer Type: Mechanical
Maximum Dry Unit Weight (pcf): 106.8
Optimum Water Content (%): 12.0

Result

Specifications

Liquid Limit:
Plastic Limit:
Plasticity Index:
In-Place Moisture (%):

AASHTO:



Comments:

Services: Prepare and test sample for Moisture Density Relationship.

Terracon Rep.: Edwin Ayestas Funes

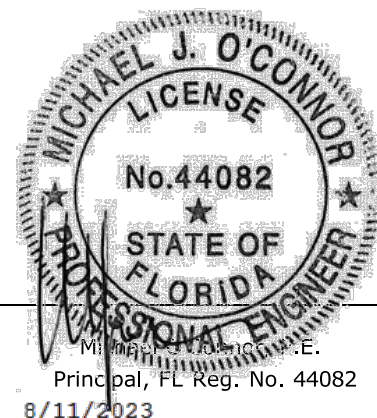
Reported To:

Contractor: BDI

Report Distribution:

(1) Town of Jupiter FL, Scott Pokorny

Reviewed By:



Test Methods: ASTM D4318, ASTM D4647, ASTM D4718, AASHTO T180

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

FIELD DENSITY TEST REPORT

Report Number: HD231042.0006
Service Date: 08/29/23
Report Date: 08/29/23
Task:

Terracon
1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client

Town of Jupiter FL
Attn: Scott Pokorny
17403 Central Boulevard
Jupiter, FL 33458-5786

Project

DIW Site Improvements
Central Boulevard
Jupiter, FL

Project Number: HD231042

Material Information

Mat. No.	Proctor Ref. No.	Classification and Description	Laboratory Test Method	Lab Test Data		Project Requirements	
				Opt. Water Content (%)	Max. Lab Density (pcf)	Water Content (%)	Compaction (%)
1	HD231042.0004A	Brown medium to fine Sand traces of silt	AASHTO T180	13.3	109.7		Min 98

Field Test Data

Test No.	Test Location	Lift / Elev.	Mat. No.	Probe Depth (in)	Wet Density (pcf)	Water Content (pcf)	Water Content (%)	Dry Density (pcf)	Percent Compaction (%)
Sludge Box Embankment (2nd Lift)									
1	10` E/48`S of Pad	2	1	12	127.1	15.4	13.8	111.7	102
2	15`W/58`S of Pad	2	1	12	129.1	17.8	16.0	111.3	101
3	SE corner of pad	2	1	12	124.2	12.8	11.5	111.4	102
4	18`E/36`N of Pad	2	1	12	126.6	16.0	14.5	110.6	101

Datum: Top of existing grade

Std. Cnt. M: 711 Std. Cnt. D: 1925

S/N: 37914 Make: Troxler

Model: T3430

Last Cal. Date: 09/22/2022

Comments: Test and/or retest results on this report meet project requirements as noted above.
N/A

Services: Perform in-place density and moisture content tests to determine degree of compaction and material moisture condition.

Terracon Rep.: Edwin Ayestas Funes

Reported To: Tod Holley/BDI

Contractor: DBI Marine Contractors

Report Distribution:

- (1) Town of Jupiter FL, Scott Pokorny

(1) Kimley-Horn and Associates Inc, David Calle

(1) Town of Jupiter FL, Mark Molina
- (1) BDI Marine Contractors, LLC, Adam Cheatham

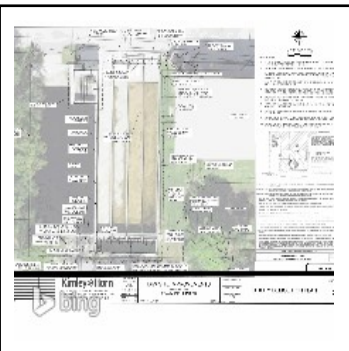
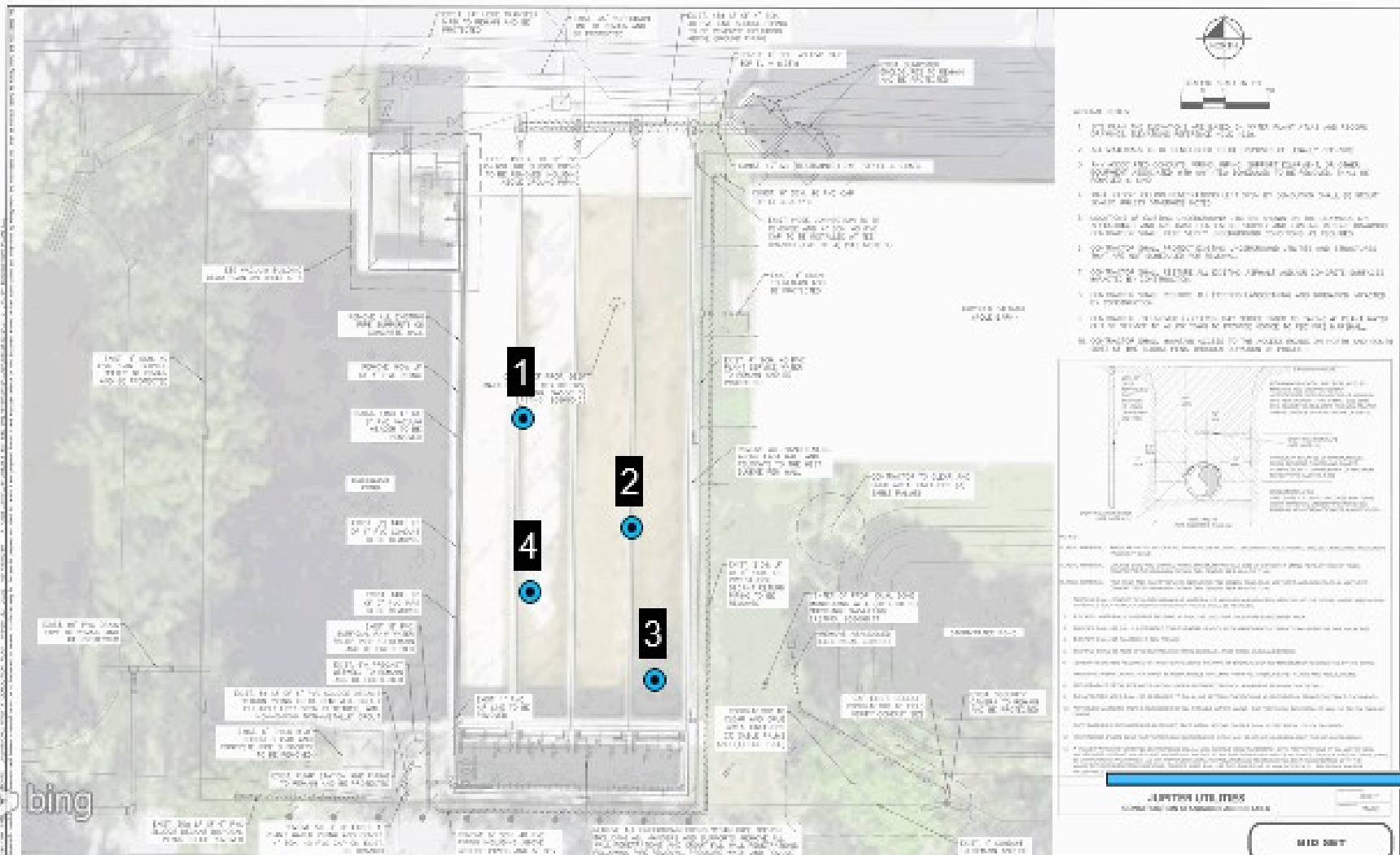
(1) Kimley-Horn and Associates Inc, Jason Lee

Reviewed By:



Test Methods: ASTM D6938

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



- Test
- ▲ Retested / Accepted
- ▲ ■ Deviation

1225 Omar Rd

West Palm Beach, FL

33405-1046

561-689-4299

terracon.com

DIW Site Improvements
Field Density Testing

Exhibit
A-1

Report Number: HD231042.0006	Service Date: 08/29/2023	Employee: Ayestas Funes, Edwin	Scale: Refer to Drawing	38
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CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: HD231006.0032
Service Date: 09/29/23
Report Date: 10/30/23 Revision 2 - 28-day results
Task: PN0911-7390 - New Construction


1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client
School District of Palm Beach County
Attn: Angel Garcia
3661 Interstate Park Rd N Ste 200
Riviera Beach, FL 33404-5906

Project
Pine Grove Elementary School
400 SW 10th Street
Delray Beach, FL

Project Number: HD231006

Material Information

Specified Strength: 5,000 psi @ 28 days

Mix ID: 50905
Supplier: Supermix
Batch Time: 0449 **Plant:**
Truck No.: 2218 **Ticket No.:** 2329138

Sample Information

Sample Date: 09/29/23 **Sample Time:** 0500
Sampled By: Dennis Torres Ayala
Weather Conditions: Partly cloudy
Accumulative Yards: 10 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Slab on building 1 Zone 3
Placement Location: Grid line D/5.6
Sample Description: 4-inch diameter cylinders

Field Test Data

Test	Result	Specification
Slump (in):	5	5+/-1
Air Content (%):	2.5	Entrapped Max 3
Concrete Temp. (F):	92	
Ambient Temp. (F):	76	
Plastic Unit Wt. (pcf):	141.3	139.73
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Spec ID	Cyl. Cond.	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Max Load (lbs)	Comp Strength (psi)	Frac Type	Tested By
13	A	Good	4.01	12.63	10/04/23	10/06/23	7	66,515	5,270	3	JDA
13	B	Good	4.01	12.63	10/04/23	10/13/23	14	74,655	5,910	2	JDA
13	C	Good	4.02	12.69	10/04/23	10/27/23	28	91,505	7,210	2	DT
13	D	Good	4.02	12.69	10/04/23	10/27/23	28	86,055	6,780	2	DT
13	E				10/04/23						
Average (28 days)									6,990		

Initial Cure: Onsite Cooler **Final Cure:** Moist Room

Comments: Average compressive strength of 28 day cylinders complies with the specified strength.

Note: Reported air content does not include Aggregate Correction Factor (ACF).
Concrete pour start at 5 am

Samples Made By: Terracon

Services: Sample fresh concrete at the placement locations, perform required field tests and cast compressive strength samples. If air content and/or min/max temps are not shown above tests were not recorded.

Terracon Rep.: Dennis Torres Ayala
Reported To: Steve/Weitz Company
Contractor: Steve w/ The Weitz Company
Report Distribution:
See attached distribution list.

Test Methods: ASTM C 31, ASTM C39, ASTM C138, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: HD231006.0032
Service Date: 09/29/23
Report Date: 10/30/23 Revision 2 - 28-day results
Task: PN0911-7390 - New Construction


1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client
School District of Palm Beach County
Attn: Angel Garcia
3661 Interstate Park Rd N Ste 200
Riviera Beach, FL 33404-5906

Project
Pine Grove Elementary School
400 SW 10th Street
Delray Beach, FL

Project Number: HD231006

Material Information

Specified Strength: 5,000 psi @ 28 days

Mix ID: 50905
Supplier: Supermix
Batch Time: 0527 **Plant:**
Truck No.: 4491 **Ticket No.:** 2329162

Sample Information

Sample Date: 09/29/23 **Sample Time:** 0535
Sampled By: Dennis Torres Ayala
Weather Conditions: Partly cloudy
Accumulative Yards: 10 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Slab on building 1 Zone 3
Placement Location: Grid line C.5/4.3
Sample Description: 4-inch diameter cylinders

Field Test Data

Test	Result	Specification
Slump (in):	4 1/4	5+/-1
Air Content (%):	2.4	Entrapped Max 3
Concrete Temp. (F):	93	
Ambient Temp. (F):	76	
Plastic Unit Wt. (pcf):	141.6	139.73
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Spec ID	Cyl. Cond.	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Max Load (lbs)	Comp Strength (psi)	Frac Type	Tested By
14	A	Good	4.01	12.63	10/04/23	10/06/23	7	75,940	6,010	2	JDA
14	B	Good	4.01	12.63	10/04/23	10/13/23	14	83,145	6,580	3	JDA
14	C	Good	4.01	12.63	10/04/23	10/27/23	28	85,265	6,750	2	DT
14	D	Good	4.01	12.63	10/04/23	10/27/23	28	88,260	6,990	2	DT
Average (28 days)									6,870		
14	E				10/04/23		Hold				

Initial Cure: Onsite Cooler **Final Cure:** Moist Room

Comments: Average compressive strength of 28 day cylinders complies with the specified strength.
Note: Reported air content does not include Aggregate Correction Factor (ACF).

Samples Made By: Terracon

Services: Sample fresh concrete at the placement locations, perform required field tests and cast compressive strength samples. If air content and/or min/max temps are not shown above tests were not recorded.

Terracon Rep.: Dennis Torres Ayala
Reported To: Steve/Weitz Company
Contractor: Steve w/ The Weitz Company
Report Distribution:
See attached distribution list.

Test Methods: ASTM C 31, ASTM C39, ASTM C138, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

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CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: HD231006.0032
Service Date: 09/29/23
Report Date: 10/30/23 Revision 2 - 28-day results
Task: PN0911-7390 - New Construction


1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client
School District of Palm Beach County
Attn: Angel Garcia
3661 Interstate Park Rd N Ste 200
Riviera Beach, FL 33404-5906

Project
Pine Grove Elementary School
400 SW 10th Street
Delray Beach, FL

Project Number: HD231006

Material Information

Specified Strength: 5,000 psi @ 28 days

Mix ID: 50905
Supplier: Supermix
Batch Time: 0557 Plant:
Truck No.: 2218 Ticket No.: 2329176

Sample Information

Sample Date: 09/29/23 Sample Time: 0650
Sampled By: Dennis Torres Ayala
Weather Conditions: Partly cloudy
Accumulative Yards: 10 Batch Size (cy): 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Slab on building 1 Zone 2
Placement Location: Grid line C.9/3.2
Sample Description: 4-inch diameter cylinders

Field Test Data

Test	Result	Specification
Slump (in):	5 1/4	5+/-1
Air Content (%):	2.7	Entrapped Max 3
Concrete Temp. (F):	93	
Ambient Temp. (F):	76	
Plastic Unit Wt. (pcf):	141.3	139.73
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Spec ID	Cyl. Cond.	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Max Load (lbs)	Comp Strength (psi)	Frac Type	Tested By
15	A	Good	4.02	12.69	10/04/23	10/06/23	7	71,095	5,600	3	JDA
15	B	Good	4.01	12.63	10/04/23	10/13/23	14	75,155	5,950	3	JDA
15	C	Good	4.01	12.63	10/04/23	10/27/23	28	87,320	6,910	2	DT
15	D	Good	4.02	12.69	10/04/23	10/27/23	28	83,845	6,610	3	DT
Average (28 days)									6,760		
15	E				10/04/23		Hold				

Initial Cure: Onsite Cooler Final Cure: Moist Room

Comments: Average compressive strength of 28 day cylinders complies with the specified strength.
Note: Reported air content does not include Aggregate Correction Factor (ACF).

Samples Made By: Terracon

Services: Sample fresh concrete at the placement locations, perform required field tests and cast compressive strength samples. If air content and/or min/max temps are not shown above tests were not recorded.

Terracon Rep.: Dennis Torres Ayala
Reported To: Steve/Weitz Company
Contractor: Steve w/ The Weitz Company
Report Distribution:
See attached distribution list.

Test Methods: ASTM C 31, ASTM C39, ASTM C138, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: HD231006.0032
Service Date: 09/29/23
Report Date: 10/30/23 Revision 2 - 28-day results
Task: PN0911-7390 - New Construction


1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client

School District of Palm Beach County
Attn: Angel Garcia
3661 Interstate Park Rd N Ste 200
Riviera Beach, FL 33404-5906

Project

Pine Grove Elementary School
400 SW 10th Street
Delray Beach, FL

Project Number: HD231006

Material Information

Specified Strength: 5,000 psi @ 28 days

Mix ID: 50905
Supplier: Supermix
Batch Time: 0628 Plant:
Truck No.: 4491 Ticket No.: 2329204

Sample Information

Sample Date: 09/29/23 Sample Time: 0730
Sampled By: Dennis Torres Ayala
Weather Conditions: Partly cloudy
Accumulative Yards: 0 Batch Size (cy): 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Slab on building 1 Zone 2
Placement Location: Grid line B/3.2
Sample Description: 4-inch diameter cylinders

Field Test Data

Test	Result	Specification
Slump (in):	6	5+/-1
Air Content (%):	2.6	Entrapped Max 3
Concrete Temp. (F):	93	
Ambient Temp. (F):	78	
Plastic Unit Wt. (pcf):	140.5	139.73
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Spec ID	Cyl. Cond.	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Max Load (lbs)	Comp Strength (psi)	Frac Type	Tested By
16	A	Good	4.02	12.69	10/04/23	10/06/23	7	58,180	4,580	2	JDA
16	B	Good	4.01	12.63	10/04/23	10/13/23	14	67,385	5,340	3	JDA
16	C	Good	4.01	12.63	10/04/23	10/27/23	28	76,300	6,040	2	DT
16	D	Good	4.02	12.69	10/04/23	10/27/23	28	74,205	5,850	2	DT
Average (28 days)									5,940		
16	E				10/04/23		Hold				

Initial Cure: Onsite Cooler Final Cure: Moist Room

Comments: Average compressive strength of 28 day cylinders complies with the specified strength.
Note: Reported air content does not include Aggregate Correction Factor (ACF).

Samples Made By: Terracon

Services: Sample fresh concrete at the placement locations, perform required field tests and cast compressive strength samples. If air content and/or min/max temps are not shown above tests were not recorded.

Terracon Rep.: Dennis Torres Ayala
Reported To: Steve/Weitz Company
Contractor: Steve w/ The Weitz Company
Report Distribution:
See attached distribution list.

Test Methods: ASTM C 31, ASTM C39, ASTM C138, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: HD231006.0032
Service Date: 09/29/23
Report Date: 10/30/23 Revision 2 - 28-day results
Task: PN0911-7390 - New Construction

Terracon
1225 Omar Rd
West Palm Beach, FL 33405-1046
561-689-4299

Client
School District of Palm Beach County
Attn: Angel Garcia
3661 Interstate Park Rd N Ste 200
Riviera Beach, FL 33404-5906

Project
Pine Grove Elementary School
400 SW 10th Street
Delray Beach, FL

Project Number: HD231006

Material Information

Specified Strength: 5,000 psi @ 28 days
Mix ID: 50905
Supplier: Supermix
Batch Time: 0848 **Plant:**
Truck No.: 2210 **Ticket No.:** 2329349

Sample Information

Sample Date: 09/29/23 **Sample Time:** 0910
Sampled By: Dennis Torres Ayala
Weather Conditions: Clear
Accumulative Yards: 10 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Slab on building 1 Zone 1
Placement Location: Grid line C.7/2.5
Sample Description: 4-inch diameter cylinders

Field Test Data

Test	Result	Specification
Slump (in):	5 1/2	5+/-1
Air Content (%):	2.5	Entrapped Max 3
Concrete Temp. (F):	93	
Ambient Temp. (F):	78	
Plastic Unit Wt. (pcf):	141.6	139.73
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Spec ID	Cyl. Cond.	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Max Load (lbs)	Comp Strength (psi)	Frac Type	Tested By
17	A	Good	4.02	12.69	10/04/23	10/06/23	7	64,440	5,080	3	JDA
17	B	Good	4.01	12.63	10/04/23	10/13/23	14	72,305	5,730	3	JDA
17	C	Good	4.02	12.69	10/04/23	10/27/23	28	81,170	6,400	3	DT
17	D	Good	4.01	12.63	10/04/23	10/27/23	28	78,920	6,250	2	DT
Average (28 days)									6,320		
17	E				10/04/23		Hold				

Initial Cure: Onsite Cooler **Final Cure:** Moist Room

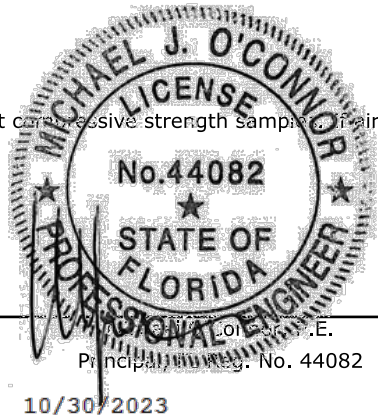
Comments: Average compressive strength of 28 day cylinders complies with the specified strength.
Note: Reported air content does not include Aggregate Correction Factor (ACF).

Samples Made By: Terracon

Services: Sample fresh concrete at the placement locations, perform required field tests and cast compressive strength samples. If air content and/or min/max temps are not shown above tests were not recorded.

Terracon Rep.: Dennis Torres Ayala
Reported To: Steve/Weitz Company
Contractor: Steve w/ The Weitz Company
Report Distribution:
See attached distribution list.

Reviewed By:

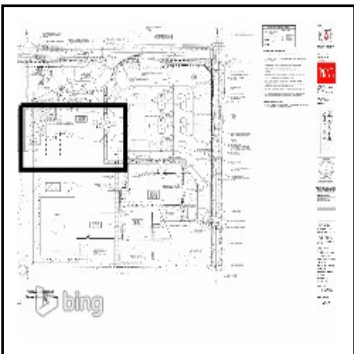
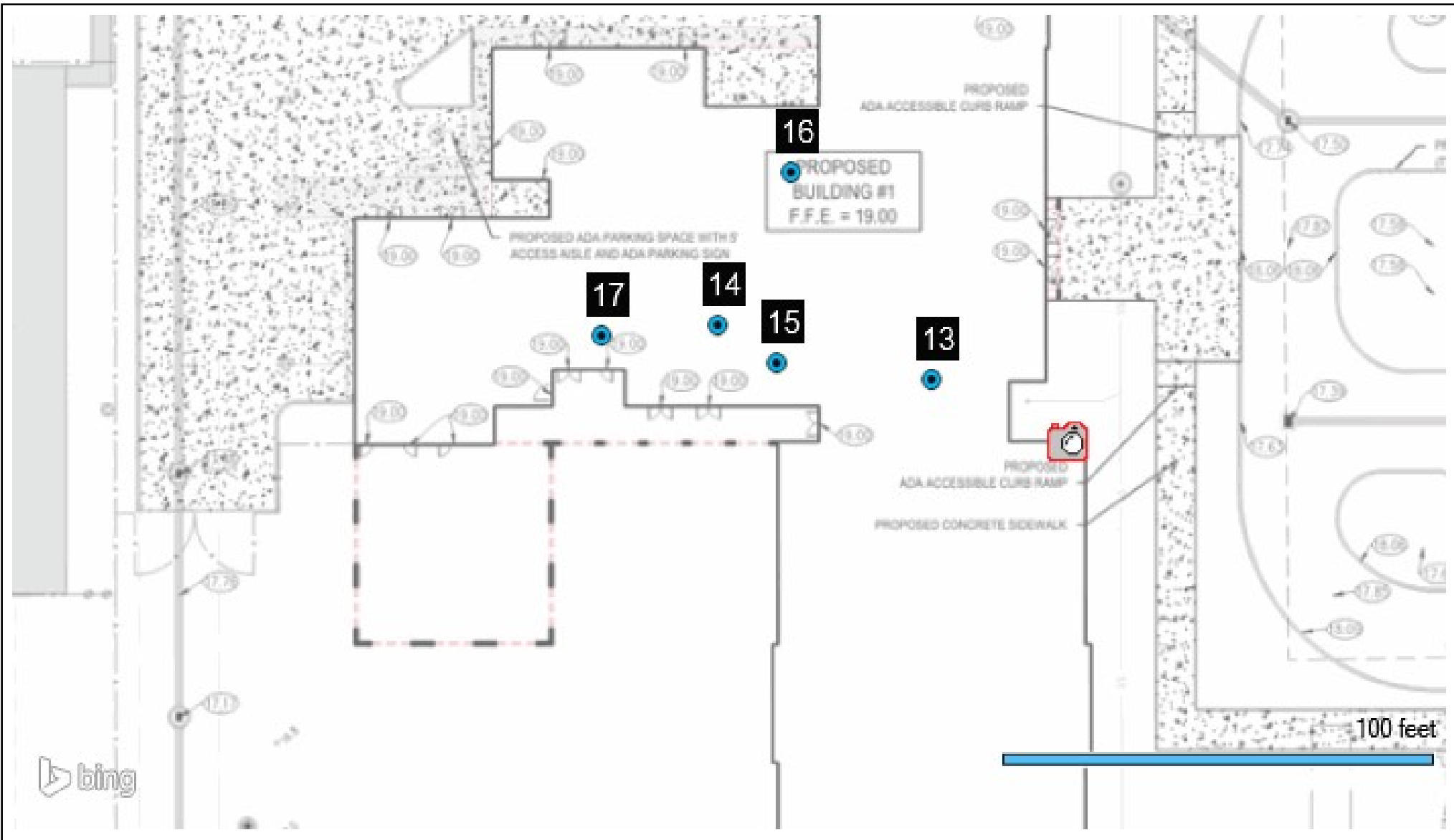


Principal, No. 44082

10/30/2023

Test Methods: ASTM C 31, ASTM C39, ASTM C138, ASTM C143, ASTM C172, ASTM C231, ASTM C1064, ASTM C1231

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



- Test
- ▲ Retested / Accepted
- ▲ ■ Deviation



1225 Omar Rd

West Palm Beach, FL

33405-1046

561-689-4299

terracon.com

**Pine Grove Elementary
School**

Concrete Compressive
Strength Test

Exhibit

A-1

Report Number:

HD231006.0032

Service Date:

09/29/2023

Employee:

Torres Ayala, Dennis

Scale:

Refer to Drawing

44

Distribution Page

Report Number: HD231006.0032

Service Date: 09/29/23

Report Date: 10/30/23 Revision 2 - 28-day results

Task: PN0911-7390 - New Construction



1225 Omar Rd

West Palm Beach, FL 33405-1046

561-689-4299

Distribution List

- (1) School District of Palm Beach County, Angel Garcia
- (1) Botek Thurlow Engineering Inc, Angel Eckerson
- (1) Botek Thurlow Engineering Inc, Stephen Botek
- (1) Johnson Structural Group, Inc., Mark Johnson
- (1) PGAL Architects, Kari Botek
- (1) PGAL Architects, Sam Ferrari
- (1) School District of Palm Beach County, Liston Gallimore
- (1) The Weitz Company LLC, Craig Monaghan
- (1) The Weitz Company LLC, Michael Krent
- (1) The Weitz Company LLC, Mike Newman
- (1) The Weitz Company LLC, Nick Pizza
- (1) The Weitz Company LLC, Steve Fieldon



INVOICE

West Palm Beach, FL
561-689-4299

Project Mgr: Justin Adams

Project: DIW Site Improvements
Central Boulevard
Jupiter, FL

To: Town of Jupiter FL
Attn: Scott Pokorny
17403 Central Boulevard
Jupiter, FL 33458-5786

REMIT TO:

Invoice Number: TJ97897

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

P.O. Number: 20233482

Project Number: HD231042
Contract Amount: \$6,709.87
Billed to Date: \$4,779.07
Invoice Date: 9/11/2023
Services Through: 9/02/2023

Work Order No. 6 (W2313A)

Date	Report	Description of Services	Quantity	Rate	Total
TASK: General (BDI)					
8/7/23	HD231042.0001	Senior Engineering Technician Sample Pick Up	3.50	\$82.01	\$287.04
8/7/23	HD231042.0001A	Standard Proctor	1.00	\$100.00	\$100.00
8/7/23	HD231042.0002	Senior Engineering Technician Sample Pick Up	3.00	\$82.01	\$246.03
8/7/23	HD231042.0002A	Standard Proctor	1.00	\$100.00	\$100.00
8/14/23	HD231042.0003	Senior Engineering Technician Sample Pick Up	4.00	\$82.01	\$328.04
8/14/23	HD231042.0003A	Sieve Analysis (Wash through No. 200 sieve)	1.00	\$55.00	\$55.00
8/22/23	HD231042.0004	Senior Engineering Technician Sample Pick Up	3.75	\$82.01	\$307.54
8/22/23	HD231042.0004A	Standard Proctor	1.00	\$100.00	\$100.00
8/28/23	HD231042.0005	Senior Engineering Technician	5.50	\$82.01	\$451.06
8/28/23	HD231042.0005	Density Testing	6.00	\$24.00	\$144.00
8/29/23	HD231042.0006	Senior Engineering Technician	4.00	\$82.01	\$328.04
8/29/23	HD231042.0006	Density Testing	4.00	\$24.00	\$96.00
8/30/23	HD231042.0007	Senior Engineering Technician	4.25	\$82.01	\$348.54
8/30/23	HD231042.0007	Density Testing	4.00	\$24.00	\$96.00
8/30/23	HD231042.0008	Senior Engineering Technician Sample Pick Up	2.00	\$82.01	\$164.02
8/30/23	HD231042.0008A	Standard Proctor	1.00	\$100.00	\$100.00
8/31/23	HD231042.0009	Senior Engineering Technician	6.50	\$82.01	\$533.07
8/31/23	HD231042.0009	Density Testing	4.00	\$24.00	\$96.00
9/1/23	HD231042.0010	Senior Engineering Technician	4.50	\$82.01	\$369.05
9/1/23	HD231042.0010	Density Testing	4.00	\$24.00	\$96.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: TJ97897
Project No.: HD231042
Project: DIW Site Improvements
Central Boulevard
Jupiter, FL

Project Mgr: Justin Adams

Work Order No. 6 (W2313A)

Date	Report	Description of Services	Quantity	Rate	Total
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Continued

Task Total \$4,345.43

TASK: General

9/2/23	Monthly	Principal	2.25	\$192.73	\$433.64
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Task Total \$433.64

Invoice Total \$4,779.07

Statement of Account

Contract Amount	\$6,709.87
Amount Previously Billed	\$0.00
Total Due this Invoice	\$4,779.07
Total Billed	\$4,779.07
Payments to Date	\$0.00
Total Due	\$4,779.07

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

West Palm Beach, FL
561-689-4299

Project Mgr: Orlando Conde

Project: S1606A Juno Street Stormwater Pump Station
N. Orange Ave and Venus Street
Jupiter, FL

To: Town of Jupiter FL
Attn: Amanda Barnes
210 Military Trl
Jupiter, FL 33458-5786

REMIT TO:

Invoice Number: TG79440

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

P.O. Number: 20220449

Project Number: HD211092
Contract Amount: \$6,552.19
Billed to Date: \$4,045.47
Invoice Date: 5/23/2022
Services Through: 5/14/2022

Work Order No. 4

Date	Report	Description of Services	Quantity	Rate	Total
TASK: Concrete Testing					
5/2/22	HD211092.0017	Concrete Compressive Test	1.00	\$140.00	\$140.00
				Task Total	\$140.00
TASK: Engineering Services					
5/14/22	Monthly	Engineer, P.E.	2.75	\$130.00	\$357.50
5/14/22	Monthly	Staff Engineer	3.25	\$83.17	\$270.30
				Task Total	\$627.80
TASK: Soil Testing					
4/18/22	HD211092.0007	Field Density Test (5 Minimum)	16.00	\$24.00	\$384.00
4/19/22	HD211092.0008	Field Density Test (5 Minimum)	5.00	\$24.00	\$120.00
4/20/22	HD211092.0009	Field Density Test (5 Minimum)	4.00	\$24.00	\$96.00
4/21/22	HD211092.0010	Field Density Test (5 Minimum)	9.00	\$24.00	\$216.00
4/22/22	HD211092.0011	Field Density Test (5 Minimum)	5.00	\$24.00	\$120.00
4/25/22	HD211092.0012	Field Density Test (5 Minimum)	2.00	\$24.00	\$48.00
4/26/22	HD211092.0013	Field Density Test (5 Minimum)	8.00	\$24.00	\$192.00
4/26/22	HD211092.0014	Field Density Test (5 Minimum)	6.00	\$24.00	\$144.00
4/28/22	HD211092.0015	Field Density Test (5 Minimum)	5.00	\$24.00	\$120.00
4/29/22	HD211092.0016	Field Density Test (5 Minimum)	2.00	\$24.00	\$48.00
4/29/22	HD211092.0016A	Field Density Test (5 Minimum)	4.00	\$24.00	\$96.00
5/2/22	HD211092.0017A	Field Density Test (5 Minimum)	5.00	\$24.00	\$120.00
5/2/22	HD211092.0017B	Field Density Test (5 Minimum)	5.00	\$24.00	\$120.00
5/3/22	HD211092.0018	Field Density Test (5 Minimum)	5.00	\$24.00	\$120.00
5/4/22	HD211092.0019	Field Density Test (5 Minimum)	4.00	\$24.00	\$96.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: TG79440
Project No.: HD211092
Project: S1606A Juno Street Stormwater
Pump Station
N. Orange Ave and Venus Street
Jupiter, FL

Project Mgr: Orlando Conde

Work Order No. 4

Date	Report	Description of Services	Quantity	Rate	Total
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Continued

Task Total \$2,040.00

Invoice Total \$2,807.80

Statement of Account	
Contract Amount	\$6,552.19
Amount Previously Billed	\$1,237.67
Total Due this Invoice	\$2,807.80
Total Billed	\$4,045.47
Payments to Date	\$1,237.67
Total Due	\$2,807.80

F Completeness of Proposal

1. Additional Information:

Approach to Successfully Complete the Work

Each new assignment, beginning at the proposal stage, will be received and processed by our Principal and Core Team Leader, Michael O'Connor, who will promptly assess the project needs with key team members and assign appropriate personnel to meet these needs. Michael will review the project scope with Town staff to ensure that all necessary site plans, applicable permits, prior reports, proposed site usage information, access constraints, schedules, contact and reporting requirements are obtained. Status meetings will be held as necessary between Michael and the assigned service leaders and/or our teaming partners to discuss both proposed and approved projects so that impediments to expedient project execution, such as site access, permitting, key staff and resources, can be identified and addressed prior to project approval. For longer-duration projects, weekly progress reports will be submitted electronically to keep the Town's Project Manager up-to-date on critical technical and schedule issues.

Terracon is committed to providing the Town of Jupiter with the highest quality services on time and within budget. Routine geotechnical explorations are typically performed, from project authorization to report completion, in a 2 to 4-week time frame. Emergency or rush projects can be completed in as little as a few days to 2 weeks. Drilling can typically be scheduled to commence within one week, depending upon the type of drill rig and site conditions. Our geotechnical engineers are well seasoned with a broad experience base related to pavement design and construction. They are experienced in developing practical cost-effective solutions to less than favorable site condition issues (e.g., poor soils, high water table, etc.). Additionally, prompt execution of Terracon's geotechnical engineering services help facilitate the on-time design and construction of projects within prescribed budgets. Our geotechnical services are typically billed upon completion with the invoice accompanying the engineering report.

For construction projects, technicians are assigned and dispatched to projects on a daily basis and arrangements for longer-term assignments can usually be made within one week. Most laboratory testing can be completed within a 2- to 3-day turnaround, allowing for compliance with applicable ASTM and/or AASHTO testing procedures. Test reporting for construction material testing assignments is typically weekly with special needs addressed on a project basis. Terracon is utilizing paperless, electronic reporting for construction testing. Problems during construction receive immediate attention with office staff making site visits on short notice to avoid unproductive delays for the contractors.

During construction, a key cost control component of our services is ensuring that the construction materials are in compliance with the project plans and specifications. Performing these services expeditiously saves time thereby reducing costs. We accomplish this by using trained and certified field personnel supported by professional, hands-on engineers experienced with local conditions. Our staff can troubleshoot and problem-solve in the field, something that is critical to keeping construction projects running smoothly. It is not uncommon during construction for Terracon to be asked to evaluate (value engineer) alternate materials or techniques to save money and/or time. Typically, our construction services are billed on a monthly basis with the completed testing reports attached for backup.

We also anticipate typical project problems such as:

- emergencies (short notice)
- multiple lab samples requiring quick turnaround time
- difficult site access/traffic control
- night work

As a result, we don't panic. We develop a specific plan and we execute, always striving to be proactive and not reactive.

Terracon has a "company-centric" philosophy that provides for routine interaction between all of our offices (and staff) allowing us to easily utilize any one of our four South Florida-certified laboratories to handle large volumes and/or quick turn-around of samples. We know that night work is commonly required for roadway crossings, large concrete pours, and to accommodate public access requirements. Our dedicated staff understands that this is part of the business, and routinely covers night work without the need for us to charge a premium.

Commitment to Deliver Success Safely

Safety - Safety is one of Terracon's core values, and our commitment to an *Incident and Injury-Free™ (IIF™)*¹ philosophy is one of the pillars of our culture. Successful execution and delivery include the need to work safely and keep our employees and the public safe every day. Terracon is very much a safety-oriented company. We have built health and safety into all aspects of our business and the thinking of our employees. The culture is continued further in our everyday work culture, with all meetings beginning with an *IIF* moment and safety discussion.



F Completeness of Proposal

What is Incident and Injury-Free (IIF)? - IIF is about care and concern for people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family **every** day. IIF is safety as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, specifically quality, budget, and schedule. IIF is our commitment to our people, whom we value for who they are and what they do.

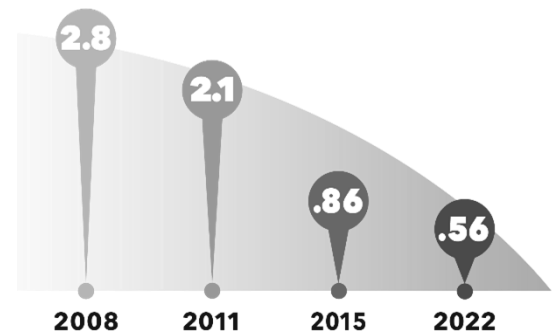
Conducting our work safely means performing our work in the only acceptable way. Incidents, injuries, and accidents will not be viewed as problems to make disappear but as opportunities to strengthen IIF. It is about developing a mindset intolerant of incidents or injuries, no matter how minor or infrequent.

Our Rules to Live By - IIF is about *Our Rules to Live By*, at the foundation of Terracon's IIF culture. These rules give employees straightforward, specific ways to stay safe on the job, covering essential safety aspects, including personal protective equipment (PPE), equipment and tools, working at heights and depths, motorized vehicle safety, and reporting injuries. We regularly follow and discuss *Our Rules to Live By* in our offices and on job sites to ensure everyone is following these fundamental rules. Our focus on pre-task planning also serves to reinforce this message **every** day.

We cannot just tell someone to "be safe." We can request that our employees follow *Our Rules to Live By*. These rules include pre-task planning for each task **every** day and following the safe work practices they have been trained to complete work at a task level. *Our Rules to Live By* have made a measurable difference in keeping our employees safe and helping us preserve our trust and business with our clients.

We hope to continue our commitment to safety with the Town of Jupiter. We welcome the opportunity to further discuss our IIF culture and its evolution and how it can tie into the Town's upcoming projects.

TRIR



Terracon's Total Recordable Incident Rate (TRIR)* has decreased more than 80 percent in our safety journey. This is accompanying an increase of 2,000 employees, demonstrating Terracon's unwavering commitment to build safety and wellbeing into all aspects of our business. Our clients can be assured Terracon employees have a high level of safety awareness extending to every single project and job site, so it is safe for your staff, property owners, innocent bystanders, and our staff.

*Terracon uses the standard TRIR calculation of number of OSHA-recordable incidents x 200,000 divided by total employee hours worked.



SAFETY INITIATIVES

To better serve our clients and to keep our employees safe, Terracon has implemented multiple safety initiatives and programs including:

- Safety coaching for all employee owners
- Safety spot bonuses for employee owners
- Near miss app and library available to all employees
- Local safety coordinator at all Terracon office locations
- On-staff radiation safety officers
- Development tools to make work safer: TerraCart, PinPuller
- Driver training, Smith Key system, required for all employees
- Personalized Protective Equipment Program
- Field PPE kits provided to all employees
- Ongoing safety training
- Medical Surveillance Program to provide protection to employees exposed to hazardous materials
- Client and job-specific safety and health plans

¹Terracon's safety program incorporates the IIF™ Incident and Injury-Free™ approach to safety trademarked and provided by JMJ Associates.

F Completeness of Proposal

2. Proposal Form:

A complete and executed copy of Part V – Proposal Form is provided on the following pages.

3. Proposer's Questionnaire:

A completed copy of Part VI – Proposer's Questionnaire is presented hereafter.

4. References:

Please see section B Experience of the Firm for copies of five Reference Check Forms similar consultant contracts that the Terracon Team has participated in.



Part V – Proposal Form

Proposer Company Name: Terracon Consultants, Inc.

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR THE
GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING SERVICES CONTRACT
(W2413)**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned as Proposer does declare that no person or persons other than the Proposer herein named had any interest in this Proposal or in the contract to be taken, and that it is made without any connection with any other person making a Proposal for the same item(s), and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined this Request for Proposals and is thoroughly familiar with its provisions and with the quality, type and Scope of Services called for in the Statement of Work and the general scope of services as follows:

Professional geotechnical engineering and technical services related to geotechnical engineering design and construction materials testing on an as needed basis for various design and construction projects for both the Town of Jupiter Utilities and Engineering & Public Works Departments. This contract for services may be issued for up to three non-exclusive, continuing services contracts for an initial contract period of three (3) years, each renewable for one (1) additional three (3) year term by mutual agreement.

The undersigned further declares that he proposes to provide the services required by the contract within the specified time in this Proposal for the prices indicated within their proposal.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract within (15) days after being awarded the contract may forfeit his right to the contract and TOWN may choose to offer the contract to the next low Proposer or re-bid the contract.

The undersigned understands and accepts that the Contract commences on date of the agreement and that the Contract term is for three (3) consecutive years. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This Contract may be renewed at the end of the three (3) year term for one successive three (3) year term by mutual written agreement between the Town and the Consultant.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and Contractor will provide the Town of Jupiter with the information required to become a vendor for the Town and receive EFT payments.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this Bid.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 to 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

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The undersigned states that this proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this proposal is true and correct.

SUBMITTAL DATE February 27, 2024

FIRM NAME Terracon Consultants, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 42-1249917
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL _____

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Michael J. O'Connor, P.E., Principal, Core Team Leader

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL Mike.Oconnor@terracon.com

BUSINESS ADDRESS 1225 Omar Road, West Palm Beach, FL 33405

BUSINESS TELEPHONE Office: (561) 689 4299, Mobile: (561) 722 4239

STATE OF INCORPORATION Delaware

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Michael J. O'Connor, P.E., Principal, 1225 Omar Road, West Palm Beach, FL 33405

Kevin E. Aubry, P.E., Principal, 1225 Omar Road, West Palm Beach, FL 33405

Richard A. Minichiello, Sr. Principal, Vice President, 5371 NW 33rd Avenue, Suite 201, Fort Lauderdale, FL 33309

Christopher L. McIntyre, P.E., Principal, Sr. Vice President, 8001 Baymeadows Way, Suite 1, Jacksonville, FL 32256

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Michael J. O'Connor, P.E., Principal, Core Team Leader, Mike.Oconnor@terracon.com, (561) 722 4239

Jason DuBois, Geotechnical Project Manager, Jason.Dubois@terracon.com, (561) 494 7032

Justin Adams, Materials Project Manager, Justin.Adams@terracon.com, (561) 494 7053

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Part VI – Proposer’s Questionnaire

PROPOSER’S QUESTIONNAIRE GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES CONTRACT (W2413)

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective firms to perform the work required. The Proposer waives any claim against the Town that might arise with respect to any decision concerning the qualifications of the proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturers or distributor, or any person, firm or corporation to furnish the Town of Jupiter any pertinent information requested by the Town deemed necessary to verify the information on this questionnaire.

This 27th day of February, 2024.

Terracon Consultants, Inc.

Name of Organization/Proposer

Submitted by: Michael J. O'Connor, P.E.,
Principal, Core Team Leader
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other? (circle one)
2. If a Corporation, answer the following:

When incorporated 12/04/2003

In what State Delaware

Name of Officers:

President M. Gayle Packer, CEO

Vice President Multiple. Provided on the following page.

Secretary Michael J. Yost, Senior VP / Assistant Secretary Patrick L. Courtney,

Treasurer Donald J. Vrana, Executive VP / Assistant Treasurer Bryan M. Paris

Executive Vice President

Timothy W. Anderson
William S. Anderson
Michael E. Covert
Michael J. O'Grady
Robert W. Pavlicek
Stephanie I. Price

Senior Vice President

Richard G. Acree
Joseph L. Aldern
Edward A. Bernard
Matt A. Catlin
C. Harold Cobb
Victor R. Donald
Donald I. Dracon
Ryan W. Feist
Alex A. Goharioon
Tracy Grover
Michael E. Hagemeister
David D. Harwood
Michael T. Jordan
Jason A. Kephart
Kevin F. Langwell
Christopher L. McIntyre
Maroun Moussallem
Vikram S. Patel
Durgaprasad "Prasad" S. Rege
Jeffrey C. Roberts
Jason A. Sander
Vanessa D. Zambo

Vice President

Timothy G. Abrams
Michael H. Adams
Sheila M. Adams
John E. Agee
Craig M. Anstett
Jon M. Arita
Sandra "Sandy" K. Basehore
David A. Baska
Douglas R. Baum
Patrick M. Beecher
Matt Beheshti
James G. Bierschwale
Brent M. Borchers
Timothy A. Brown
Kyle J. Burroughs
Fred Buhamdan
Hughston C. Caldwell
Laura J. Campa
Lori A. Cathcart
Rick L. Chesnut
Robert M. Cords
David J. Corley
Jeff A. Davis
Stephanie S. Davis
Romeo J. DeLeon
R. Levi Denton
John W. Diamond, IV
Thomas E. Driver
Nitin K. Dudani
Peter E. Falletta
Mathew B. Fielding
Alain J. Gallet
Michael T. Ghazawi
John C. Graves
Chuck A. Gregory

Vice President (cont.)

Scott W. Gutowski
Michael P. Harris
Kristopher T. Hauck
Michael G. Heller
Alfonzo Hernandez
Alicia M. Hill
Saad M. Hineidi
David V. Hopkins
James D. Hoskins
Garret S. H. Hubbard
Michael P. Jenkins, Jr.
Guy L. Johnson
John T. Juenger
Janet R. Keiser
Gregory J. Klein
Eric D. Kunz
John B. Kimberly IV
Aaron C. Layne
Ronald S. Lech
Guoming Lin
David S. Lipka
Blair T. Loftis
Jeffrey L. Magner
John B. Mancini
David M. Matson
Jack A. McCranie
Matthew R. McElvogue
P. Jared Mechetti
Ryan D. Merkley
Jeffrey A. Miller
Scott G. Miller
Richard A. Minichiello
Aaron J. Muck
Mohammad "Mo" Nasim
Scott D. Neely
Richard D. Olson
Brett A. Pope
James J. Princic
John K. Prutsman
Christine M. Quigley
Scott A. Randle
Laura K. Register
Belinda S. Richard
Terrell W. Rippstein
John B. Sallman
Daniel F. Schneider
Michael W. Schrum
Xue-jun "Jon" Sheng
Richard M. Simon
Elizabeth M. Smith
Noosha P. Smith
Kazem "Kevin" Sohrabnia
Christopher S. Srock
Paul M. Stevens
Todd E. Swoboda
Dana J. Wagner
Sheryl L. Wagner
Gregory C. Walterscheid
Mark E. White
Michael S. Wigger
Melvin C. Williams
Cale J. Wilson
Josiah D. "Sy" Winkelman
James L. Wright
Chen L. "Linda" Yang

3. If a Partnership, answer the following:

Date of organization Not applicable (N/A)

General Limited Partnership _____

Name and address of each partner:

4. Firm's name and main office address, telephone, fax number, and e-mail address, or primary contact person for this Proposal:

Terracon Consultants, Inc., 10841 S. Ridgeview Road, Olathe, KS 66061, (800) 593 7777

Primary Contact for this proposal: Michael J. O'Connor, P.E., Principal, Core Team Leader,

1225 Omar Road, West Palm Beach, FL 33405, Mike.Oconnor@terracon.com, (561) 722 4239

5. Firm's previous names (if any) What year(s)

Soil Testing Services of Iowa, Inc.

1965 - 1975

Soil Testing Services of Kansas, Inc.

1975 - 1980

6. How many years has your organization been in business? 58 (59 as of 04/22/2024)

7. Number of full-time personnel:

	Current	Maximum	Minimum
a. Partners	0	0	0
b. Managers/Supervisors	4	4	4
c. Engineers	4	6	3
d. Field Technicians	5	20	5
e. Laboratory Staff	2	3	1
f. Other Staff	3	22	3
g. Total number of fulltime personnel	18	55	16

EEO Category Description	Current
Administrative Support Workers	374
Executive/Senior Level Officials and Managers	28
First/Mid-Level Officials and Managers	999
Professionals	2448
Technicians	2301
Total Number of Terracon Full-time Personnel	6150

Should the need arise, our local office can draw upon the resources of our Port St. Lucie office & its CMEC-certified and USACE-validated laboratory.

Managers/Supervisors	3
Field Technicians	7
Laboratory Staff	2
Other Staff	2
Total No. of FT Personnel	14

8. Has the proposer or any principals of the applicant organization failed to qualify as a responsible Engineer; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

N/A

9. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()

No (x)

If yes, please explain:

10. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

Please see attached Litigation Statement.

11. List any judgments from lawsuits in the last five (5) years:

Please see attached Litigation Statement.

12. List any criminal violations and/or convictions of the proposer and/or any of its principals:

N/A

13. Is this firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?:

Yes ()

No (☒)

If “Yes” was checked, include a copy of certificate with proposal.

(End of Proposer’s Questionnaire)



Litigation Statement

Terracon is a large engineering firm specializing primarily in geotechnical, environmental, and construction materials testing, and we perform tens of thousands of projects nationwide. Given the large volume of projects we perform annually, we are subject to periodic claims and litigation. The number of claims received annually is a very small percentage of the overall number of projects performed, well less than 0.5% of the total.

As a large firm performing many projects, on very rare occasions we have terminated services on our projects prior to project completion. These situations usually arise from a failure to pay for those services, or from decisions to reduce our scope of service to the point where we are no longer comfortable, from a professional perspective, with the continuation of our services on a project. Again, we would stress that we perform several thousand projects annually and these situations arise very rarely and only after thorough efforts to reasonably resolve these issues.

Terracon carries a robust program of insurance to protect us and our clients when applicable against claims arising out of our services. The majority of our reported claims are not ultimately pursued against Terracon. In the claims that are pursued, Terracon has been very successful in defending itself against claims and in many of these cases, has been able to be completely vindicated. None of our claims have in the past impacted or are estimated in the future to impact either the financial strength of our company or the ability to provide quality services to our clients.

Due to the confidentiality and sensitivity of claim information, Terracon does not provide specific information on individual claims or litigation. If you have any specific questions or concerns about this disclosure, feel free to contact us to discuss further.



Litigation continued

Florida Lawsuits Past 5 Years as of 2/13/24

Steven Smith v. Watercrest Community Association, Inc., et al. This lawsuit alleges a personal injury resulting from a scooter crash on a residential street. Approximately two years prior to the crash, Terracon performed limited work in the neighborhood. Our work was not connected to this crash and Terracon denies any liability. Pending. 12th Judicial Circuit, case no. 2022-CA-003275.

Prince Land, Inv. v. AW-PSL Land Holdings, et al. This lawsuit stems from the construction of a senior living facility. Developer's claim is based on testing that was never requested, and consequently, not completed. Terracon denies any liability. Pending. 19th Judicial Circuit, case no. 56-2022-CA002160.

Aldabe v. Terracon Consultants, Inc. This lawsuit stems from services performed by a division of a company that was later spun off to become a separate company. Terracon did not acquire that company but instead acquired the remaining divisions. Mr. Aldabe is an individual who claims that the prior company erred in its carbon credit analysis provided to him. Terracon had no connection to this work and denies any liability. Dismissed. U.S. Dist. Ct. Md. Dist. Fl., case no. 22-CV-326.

Eastside Village of Oakland Park Homeowners Association v. D.R. Horton, et al. Lawsuit filed by residential HOA against developer and subs. Terracon provided materials testing services on this project but there has not been any clear allegation of errors in our services. Terracon denies any liability. Pending. 17th Judicial Circuit, case no. CACE-23-013355.

Miralago Estates HOA v. Lennar Homes, et al. Lawsuit filed by residential HOA against developer and subs. Terracon provided materials testing services on this project but there has not been any clear allegation of errors in our services. Settled. 17th Judicial Circuit, case no. CACE-20-018176.

Medline Industries v. McShane Construction, et al. Lawsuit filed by warehouse owner regarding defects resulting from construction issues. Terracon provided geotechnical services but our recommendations were not followed and we deny all liability. Pending. 10th Judicial Circuit, case no. 2020-CA-0022790.

ASAP Installations v. Clean Harbors Environmental, et al. Lawsuit filed by environmental subcontractor for payment after failing to properly perform their scope of work. Terracon was voluntarily dismissed from the lawsuit. 13th Judicial Circuit, case no. 2019-CA-010713.

Timothy's Landing Owners Association v. D.R. Horton, et al. Lawsuit filed by HOA against residential developer and subs. In response to our motion for summary judgment, Plaintiff voluntarily dismissed its claims against Terracon. 4th Judicial Circuit, case no. 16-2019-CA-006651.

Bartram Springs Condominium Owners Association v. CalAtlantic Group, et al. Lawsuit filed by COA against residential developer and subs. Prior to being acquired by Terracon, a subsidiary company provided limited materials testing. Settled. 4th Judicial Circuit, case no. 16-2019-006906.

Gardens at Bridgehampton Condominium Owners Association v. Gardens at Bridgehampton, LLC. Lawsuit filed by COA against residential developer and subs. Prior to being acquired by Terracon, a subsidiary company provided limited materials testing. Settled. 4th Judicial Circuit, case no. 2019-CA-004115.

F Completeness of Proposal

5. Quality Assurance and Quality Control (QA/QC):

Terracon is committed to providing quality services with experienced technical and professional staff through our comprehensive Corporate Quality Program. As required by our internal quality review process, every project is assigned a well-experienced, senior professional to provide guidance and technical review for the project team. In this manner, we are able to deliver consistent, high-quality consulting services to our clients across the country. This program is based on a continuous improvement philosophy that involves our employees and, when applicable, subconsultants, vendors, and users of our services. Quality service for our clients is achieved by following the methods and practices that have been developed at Terracon for the services being provided.

Terracon maintains a living, written internal QC/QA program to assure that all of Terracon's reports and documents are complete, technically accurate, regulatory compliant, and defensible. The QC/QA program is detailed in a Project Quality Review Manual, which is Terracon's primary QC/QA mechanism, relying on the industry best practice of secondary and independent review.

Terracon-selected reviewers, termed Authorized Project Reviewers or APRs, provide the foundation for our quality review process. Technical staff and senior professionals are appointed as APRs through a highly selective process, which maintains quality and consistency of Terracon project deliverables.

Our philosophy behind quality review is founded on the premise that our projects and associated deliverables are always provided the direction and oversight of our experienced senior technical professionals.

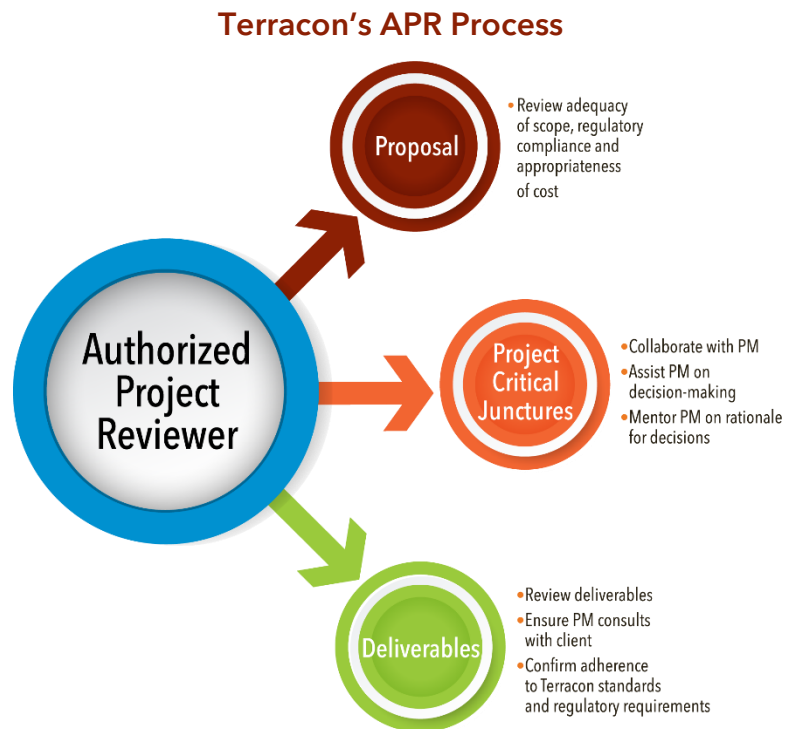
Core Team Leader Michael O'Connor is accountable for the overall quality of the project. He is also responsible for verifying that the applicable QC criteria, project quality review and company policies have been followed. Our primary mechanism for achieving quality on every project begins with the individual performing the work. Each Terracon employee has responsibilities for professional, technical, or administrative quality, whether for client projects or internal service assignments.

To ensure our personnel execute their responsibilities, Michael and the appropriate APRs will be responsible for conducting checks and reviews, as required, as the work progresses to verify the elements of QC are continuously addressed during the project.

Terracon's success with this type of contract stems from an experienced-based approach, led by senior professional engineers, that reacts responsively to schedule demands, produces complete and reliable technical reports and proactively implements cost control measures. We commit that same level of service to the Town of Jupiter for the duration of this contract.

Contract Compliance and Enforcement of Industry Standards – As previously discussed in sections C and D of this response, Terracon ensures that project and Terracon QC and QA requirements are achieved by holding our project manager accountable for the overall quality of the project. The Project Manager is also responsible for verifying that the applicable QC criteria, project quality review, and company policies have been followed for all phases of the project.

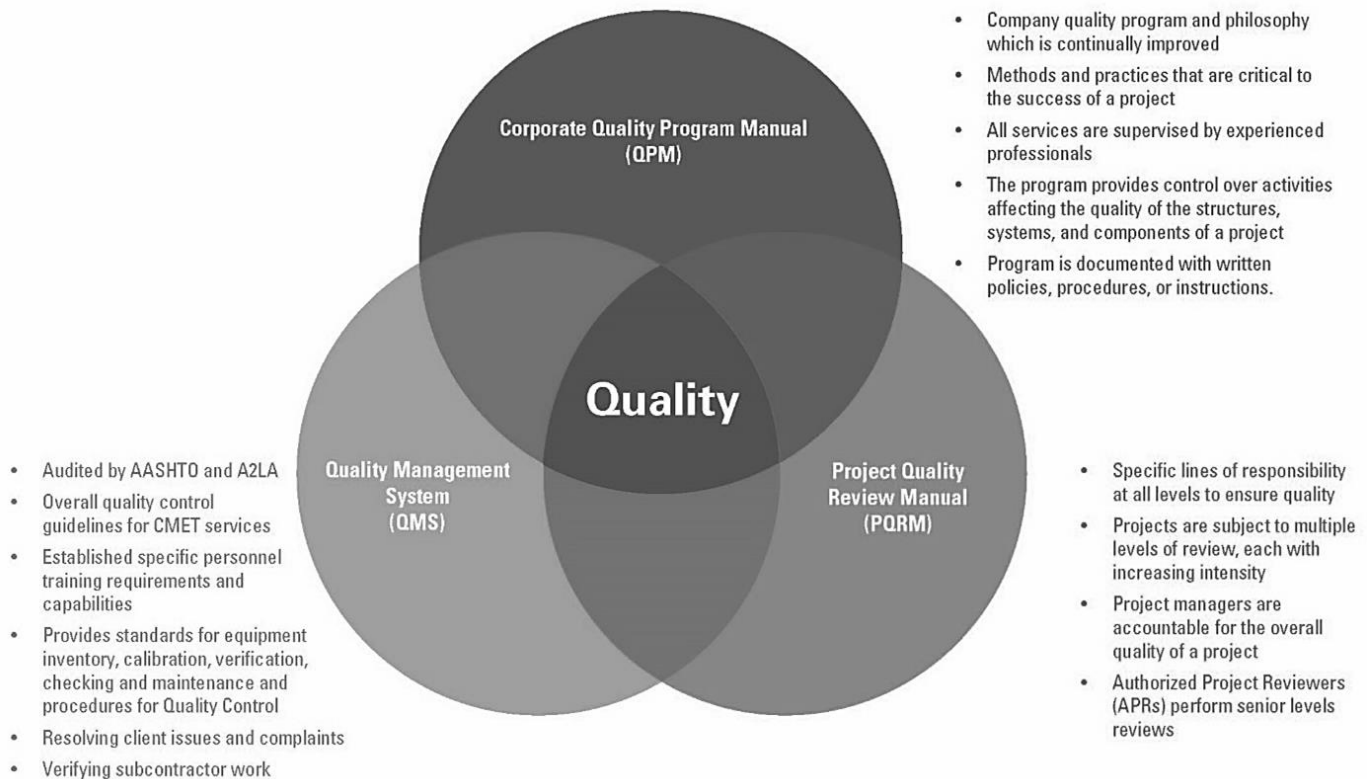
Our primary mechanism for achieving quality on every project lies with the individual performing the work. Each employee of Terracon has responsibilities for professional, technical, or administrative quality, whether on client projects or internal service assignments. To ensure our personnel execute their responsibilities, our Project Manager will be responsible for conducting checks and reviews, as required, as the work progresses to verify that the following elements of QC are continuously addressed during the project:



F Completeness of Proposal

- Operational procedures
- Qualifications of personnel
- Condition and accuracy of instruments and equipment
- Standard materials
- Statistical evaluations
- Supervisory review of technical procedures and documents
- Use of control standards for evaluation of activities
- Sample identification, protection, chain-of-custody, storage and disposition
- Data recording, identification, security, checking, routing, filing and distribution

To accomplish this, the project manager operates under the firm's QA/QC policies and procedures. There are a number of key tools utilized at Terracon to maintain QC and QA on our construction materials testing and inspection projects. To ensure that quality is a priority at every level, we utilize a three-pronged approach to the QA/QC process, as shown in the graphic below.



Terracon's tools, which are used to track and control quality, are outlined below to provide a general understanding of the QC and QA elements contained in each.

- Corporate Quality Program – Broad based overview of quality commitment and responsibilities
- Project Quality Review Program – Requirements for continuous review of project quality and project data and reports
- Construction Materials Engineering and Testing Quality Management System (QMS) – Requirements for providing construction materials testing in accordance with Terracon and industry standards
- Internal Database System - for project data entry, tracking, review, reporting, distribution, and storage of all testing and inspection related information
- Terracon Inventory Control and Calibration System – Internal database system for tracking equipment inventory and calibration of all testing and inspection equipment used by each Terracon operation
- Independent Laboratory Accreditation – Audits by external agencies to independently verify the implementation and documentation of our quality practices

F Completeness of Proposal

6. Licenses and Firm Documents:

This section offers evidence of our team’s current good standing and registration of all necessary licensures to perform geotechnical engineering and construction materials testing services for the Town of Jupiter.

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LICENSEE DETAILS 5:04:11 PM 2/20/2023

Licensee Information

Name:	TERRACON CONSULTANTS, INC. (Primary Name)
Main Address:	10841 S RIDGEVIEW ROAD OLATHE Kansas 66061
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	8830
Status:	Current
Licensure Date:	02/28/2001
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

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[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Licensee

Name:	TERRACON CONSULTANTS, INC.	License Number:	8830
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	02/28/2001

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
53962	Current	ACREE, RICHARD G	Registry	10/29/2018	Professional Engineer	02/28/2025



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ACREE, RICHARD G.
1675 LEE ROAD
WINTER PARK FL 32789

LICENSE NUMBER: PE53962
EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at [MyFloridaLicense.com](#)

Do not alter this document in any form.

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State of Florida
Department of State

I certify from the records of this office that TERRACON CONSULTANTS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 31, 2003.

The document number of this corporation is F04000000114.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 12, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of January, 2024



[Signature]
Secretary of State

Tracking Number: 3111958173CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Terracon Consultants, Inc.

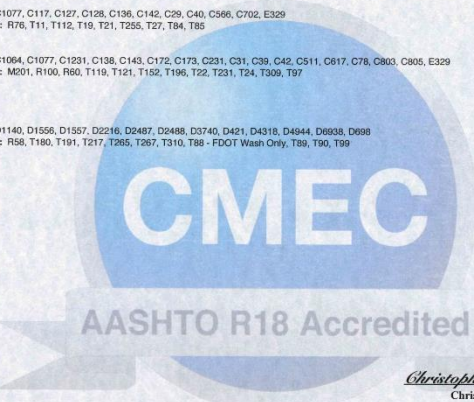
1225 Omar Road
West Palm Beach, FL 33405
United States

AGGREGATE
ASTM Methods: C1077, C117, C127, C128, C136, C142, C29, C40, C566, C702, E329
AASHTO Methods: R76, T11, T112, T19, T21, T255, T27, T84, T85

CONCRETE
ASTM Methods: C1064, C1077, C1231, C136, C143, C172, C173, C231, C31, C39, C42, C511, C617, C78, C803, C805, E329
AASHTO Methods: M201, R100, R60, T119, T121, T152, T196, T22, T231, T24, T309, T97

FIRE PROOFING

SOIL
ASTM Methods: D1140, D1556, D1567, D2216, D2487, D2488, D3740, D421, D4318, D4944, D6938, D698
AASHTO Methods: R56, T180, T191, T217, T265, T267, T310, T86 - FDOT Wash Only, T89, T90, T99



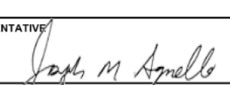
CMEC
AASHTO R18 Accredited

Christopher J. Robinson
Christopher J. Robinson, P.E.
President

This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed above for the inspection and testing of construction materials. The current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories ([www.cmec.org](#))

Accreditation Date: 1/3/2024 Reinspection Date: 11/15/2024 Expiration Date: 2/17/2025 Accreditation ID: 1007034

F Completeness of Proposal

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/22/2023																																																									
		4/1/2024																																																											
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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com			CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																																																										
INSURED 1312891 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: Allied World Assurance Company (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B: Allied World Assurance Company (U.S.) Inc.	19489	INSURER C: The Travelers Indemnity Company	25658	INSURER D: The Travelers Indemnity Company of America	25666	INSURER E: Lloyds of London		INSURER F:																																											
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COVERAGES TERCO01 CERTIFICATE NUMBER: 13881552 REVISION NUMBER: XXXXXXXX THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL INSD</th> <th>SUBR WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☒ XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER: _____ </td> <td>N</td> <td>N</td> <td>TC2J-GSLA-9P529930</td> <td>4/1/2023</td> <td>4/1/2024</td> <td> EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$ _____ </td> </tr> <tr> <td>A</td> <td> ☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED ☐ AUTOS ONLY ☐ HIRED ☐ AUTOS ONLY ☐ SCHEDULED ☐ AUTOS ☐ NON-OWNED ☐ AUTOS ONLY </td> <td>N</td> <td>N</td> <td>TC2J-CAP-131J3858</td> <td>4/1/2023</td> <td>4/1/2024</td> <td> COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX </td> </tr> <tr> <td>A</td> <td> ☒ UMBRELLA LIABILITY ☒ EXCESS LIABILITY ☐ DED ☒ RETENTION \$ \$0 </td> <td>N</td> <td>N</td> <td>CUP-4W208814 (EXCLUDES PROF. LIAB.)</td> <td>4/1/2023</td> <td>4/1/2024</td> <td> EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX </td> </tr> <tr> <td>D</td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td>Y/N</td> <td>N/A</td> <td>UB-IT88663A (AOS) UB-IT885681 (AZ, MA, WI)</td> <td>4/1/2023 4/1/2023</td> <td>4/1/2024 4/1/2024</td> <td> ☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 </td> </tr> <tr> <td>B</td> <td>CONTRACTORS POLLUTION LIABILITY</td> <td>N</td> <td>N</td> <td>0312-6506</td> <td>4/1/2023</td> <td>4/1/2025</td> <td>\$10,000,000 EACH OCCURRENCE/AGGREGATE</td> </tr> <tr> <td>E</td> <td>PROFESSIONAL LIABILITY</td> <td>N</td> <td>N</td> <td>LDUSA2305180</td> <td>4/1/2023</td> <td>4/1/2024</td> <td>\$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE</td> </tr> </tbody> </table> DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.						INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☒ XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER: _____	N	N	TC2J-GSLA-9P529930	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$ _____	A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED ☐ AUTOS ONLY ☐ HIRED ☐ AUTOS ONLY ☐ SCHEDULED ☐ AUTOS ☐ NON-OWNED ☐ AUTOS ONLY	N	N	TC2J-CAP-131J3858	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	A	☒ UMBRELLA LIABILITY ☒ EXCESS LIABILITY ☐ DED ☒ RETENTION \$ \$0	N	N	CUP-4W208814 (EXCLUDES PROF. LIAB.)	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX	D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-IT88663A (AOS) UB-IT885681 (AZ, MA, WI)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	B	CONTRACTORS POLLUTION LIABILITY	N	N	0312-6506	4/1/2023	4/1/2025	\$10,000,000 EACH OCCURRENCE/AGGREGATE	E	PROFESSIONAL LIABILITY	N	N	LDUSA2305180	4/1/2023	4/1/2024	\$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE
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ACORD 25 (2016/03)

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 ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County Serving you.		P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264		**LOCATED AT** 1225 OMAR RD WEST PALM BEACH, FL 33405	
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER BUSINESS	TERRACON CONSULTANTS INC	8830	B23.678971 08/02/2023	\$99.00	540151489
This document is valid only when receipted by the Tax Collector's Office.					
 TERRACON CONSULTANTS INC TERRACON CONSULTANTS INC 10841 S RIDGEVIEW RD OLATHE KS 66061-6456		STATE OF FLORIDA PALM BEACH COUNTY 2023 / 2024 LOCAL BUSINESS TAX RECEIPT LBTR Number: 2017097090 EXPIRES: 09/30/2024			
This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.					

F Completeness of Proposal

Additional Required Documents

Per the Town's RFP, Part IV – Evaluation of Proposals, section 4-1 Overview, item E Qualifications, financial statements, lists of projects completed and in process, and major equipment available must be furnished with this proposal. Financial information is provided hereafter. A list of projects and major equipment are provided in the following SF 330 Section H Additional Information.

Financial Statements

Terracon provides the Town of Jupiter with a strong financial foundation to perform services based on our 58-year history of providing professional engineering services. The firm is a mature company with the financial resources to provide services quickly and efficiently to our clients. For the year ending December 31, 2023, the company had gross revenue of \$1.15 billion.

The key to our financial strength has been the commitment of our employees, reinforced by our employee ownership program and controlled growth consistent with financial resources. We are a 100 percent employee-owned corporation. As such, financial information is not made public. If you have questions or need additional information, contact Donald Vrana, Chief Financial Officer or Bryan Paris, Director of Finance, at (800) 593 7777.

7. Form SF 330:

The following parts of Terracon's Form SF 330 is provided hereafter.

- Part I Contract-Specific Qualifications
 - Section A Contract Information
 - Section B Architect-Engineer Point of Contact
 - Section C Proposed Team
 - Section D Organizational Chart of Proposed Team
 - Section E Resumes of Key Personnel
 - Copies of Core Team Member Licenses
 - Section F Example Projects
 - Section G Key Personnel Participation in Example Projects
 - Section H Additional Information
- Part II General Qualifications



ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

**Geotechnical Engineering and Construction Materials Testing Services Contract
Town of Jupiter, Florida**

2. PUBLIC NOTICE DATE

01/28/2024

3. SOLICITATION OR PROJECT NUMBER

W2413

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Michael J. O'Connor, P.E., S.I., Principal, Core Team Leader

5. NAME OF FIRM

Terracon Consultants, Inc. (Terracon)

6. TELEPHONE NUMBER

(561) 689-4299

7. FAX NUMBER

(561) 689-5955

8. E-MAIL ADDRESS

Mike.Oconnor@terracon.com

C. PROPOSED TEAM

Complete this section for the prime contractor and all key subcontractors.

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV PARTNER	SUBCONTRACTOR			
a.	✓			Terracon Consultants, Inc. ☒ CHECK IF BRANCH OFFICE	1225 Omar Road West Palm Beach, FL 33405	Geotechnical Engineering and Construction Materials Testing Services
b.	✓			Terracon Consultants, Inc. ☒ CHECK IF BRANCH OFFICE	645 NW Enterprise Drive Suite 107 Port St. Lucie, FL 34986	Geotechnical Engineering and Construction Materials Testing Services
c.				Terracon Consultants, Inc. ☐ CHECK IF BRANCH OFFICE		
h.				Terracon Consultants, Inc. ☐ CHECK IF BRANCH OFFICE		
i.				Terracon Consultants, Inc. ☐ CHECK IF BRANCH OFFICE		
j.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

✓ (Attached)

Town of Jupiter

The Terracon Team



Michael O'Connor, P.E., S.I.
Principal, Core Team Leader
QA/QC (40 Years)



Jason DuBois
Geotechnical Project Manager
(14 Years)

Project Management



Justin Adams
Materials Project Manager
Local Safety Coord. (9 Years)



Jaime Velez, P.E.
Senior Geotechnical Engineer
(20 Years)



David Youngstrom
Senior Materials Project
Manager (34 Years)

QA/QC Officer

Douglas Dunkelberger, P.E.

Subject Matter Expert

Kevin Aubry, P.E.

Senior Engineers

Jerry Luo, P.E.

Mitch Foster, P.E. (PDA/EDC)

Drilling Management/Senior Engineer

Nick Mata, P.E.

Senior Engineering Technicians

Ray Rouse

Billy Phillips

1 Fulltime Drilling Crew

Oscar Correa

Feliz Perez Miranda

QA/QC Officer

Michael O'Connor, P.E., S.I.

Senior Engineers/Special Inspectors

Michael O'Connor, P.E., S.I.

Americo Pelaez, P.E., S.I.

Project Managers

Orlando Conde, QCM

Kimberly Roberts, QCM

Building Inspector

Lou Perini, BN

Senior Materials Specialist

Andy Provost, AMPP Sr. CCI, CWI, MT, PT

Laboratory (CMEC, FDOT)

Dennis Torres Ayala

Engineering Technicians

Justin Adams

Edwin Ayestasfunes

Ted Whitaker

Dennis Torres Ayala

Ray Rouse

Eddie Roberts

Port St. Lucie Laboratory
(AASHTO, FDOT, USACE)

9 Engineering Technicians

* Additional Staff and Equipment Resources Available in
Terracon's Network of 12 Florida Offices

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Michael O'Connor, P.E., S.I.	Principal, Core Team Leader, QA/QC	a. TOTAL	b. WITH CURRENT FIRM
		40	30

15. FIRM NAME AND LOCATION (City and State)

Terracon Consultants, Inc. (West Palm Beach, FL)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S., Civil Engineering, University of South Florida, 1985	Professional Engineer / Special Inspector: Florida: PE44082 / 981 (02/2023)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Michael is a registered (Florida) professional engineer with over 40 years of expertise in construction services and building inspection services. He provides materials testing and special inspector services throughout South Florida and on the Treasure Coast for both private and public-sector clients. In addition to managing multiple continuing services contracts in South Florida, Michael also provides QA/QC review of proposals and reports statewide prior to their distribution to clients. He oversees the management for designated laboratory and field verification activities relative to sampling, inspecting, field and laboratory testing. Michael is also responsible for all threshold/special inspection, private provider and building inspection projects.

19. RELEVANT PROJECTS

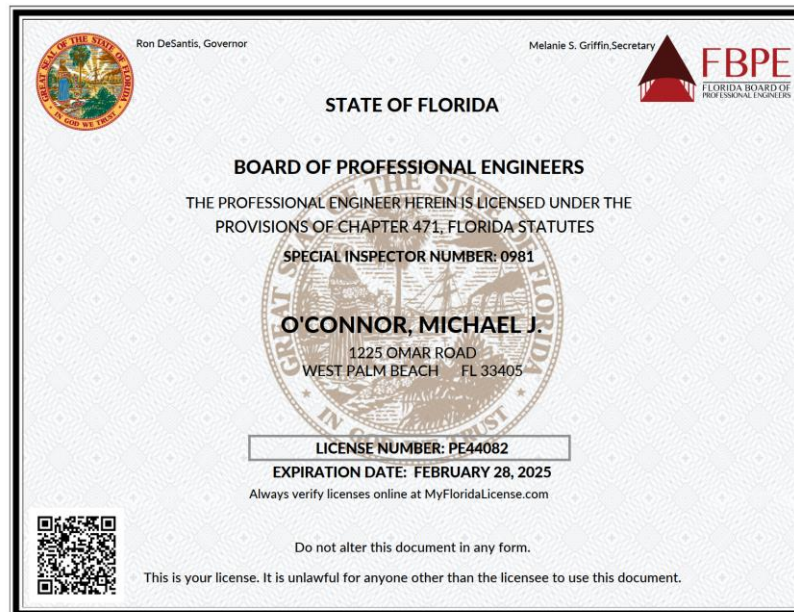
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	SFWMD C-457 Canal Interconnect from C-23 to C-44 Palm City, FL	Ongoing	Not applicable (N/A)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Principal Materials Engineer/Quality Assurance/Quality Control (QA/QC) Reviewer. Construction of approximately 7 miles of canal to transfer water from the C-23 Canal to the C-44 Reservoir via a connection to the C-44 Western Reservoir Perimeter Canal (WRPC). Conducting field sampling and performing materials testing, on an as-needed basis, including material testing for embankment construction, laboratory compaction control tests, field density tests for compaction control, concrete sampling and testing, reviewing/recording/maintaining soils and concrete testing data, and soils classifications relative to appropriate proctor values. Fee: \$530,762 estimated		
b.	Deep Injection Well (DIW) Site Improvements Jupiter, FL	2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Principal Materials Engineer/QA/QC Reviewer. Provided construction materials engineering, and field (density) and laboratory testing, and reporting services for the DIW site improvements at the water treatment plant (WTP) located at 17403 Central Boulevard to ensure that the contractor complied with project specifications.. Fee: \$12,412		
c.	S1606A Juno Street Stormwater Pump Station Jupiter, FL	2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Principal Materials Engineer/QA/QC Reviewer. The project consisted of site improvements to the existing stormwater pump station located at Old Dixie Highway and Juno Street. Site improvements included new utilities. Provided construction materials engineering, field and laboratory testing, inspections, and reporting services including soils and concrete. Fee: \$13,183		
d.	Dr. Joaquin Garci High School Lake Worth Beach, FL	2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		

Principal Materials Engineer/Special Inspector (S.I.)/QA/QC Reviewer. A new 281,000-SF high school campus was constructed from 2021 - 2023. Terracon was selected by the School District of Palm Beach County (SDPBC) to provide construction materials engineering, field and laboratory testing, and inspection services on an as-needed basis. The scope of services included earthwork observation and testing, concrete testing and observation, steel observation and testing, structural steel inspection, construction observation, threshold inspections, and window testing. A Terracon State of Florida licensed P.E./S.I. was in responsible charge of reviewing all inspection and testing reports and ensuring compliance with the permitted construction documents and building code requirements. Fee: \$273,321

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Village of North Palm Beach New Clubhouse and Pool Deck North Palm Beach, FL	2019	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

e. Principal Materials Engineer/S.I./QA/QC Reviewer. The new 37,000-SF clubhouse replaces the old clubhouse that was demolished in 2018. It has a mini golf putting green on the back patio, fire pits, and a renovated pool and deck area. The clubhouse was constructed on shall foundations and included cast-in-place concrete beams and columns, concrete masonry unit (CMU), precast hollow core framing at elevated slabs, structural steel roof framing, and pre-engineered wood truss roof framing system. Terracon provided construction materials testing and inspections, and threshold inspection services on an as-needed basis. Fee: \$97,786



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jason DuBois	Geotechnical Project Manager	14	14

15. FIRM NAME AND LOCATION (City and State)

Terracon Consultants, Inc. (West Palm Beach, FL)

16. EDUCATION (DEGREE AND SPECIALIZATION)

B.S., Geography, Florida State University, 1996

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Licensed Real Estate Broker: Florida: 3237089

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Jason has served as an engineering associate/project manager at Terracon for 14 years serving the Florida Division. Geotechnical Department Manager for the West Palm Beach and Port St. Lucie offices, Jason works side-by-side with the firm's engineers and geologists. His expertise in geotechnical engineering services includes studies pertaining to settlement evaluation, subsurface exploration, shallow foundation design, deep foundation design, and hydraulic conductivity testing. Jason assisted in performing geotechnical engineering services for several projects in South Florida for both private and public sector clients. Tasks performed have included: evaluating the effects of existing subsurface conditions on construction projects as well as developing recommendations for site preparation, foundation design, and related matters. In addition, Jason's experience includes environmental engineering and assessment services.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Jupiter Beach Road Bridge Replacement Jupiter, FL	2023	Not applicable (N/A)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Geotechnical Engineering Associate/Assistant Project Manager. The proposed project consisted of the design and construction of a replacement bridge for Jupiter Beach Road at 300 feet west of Ocean Trail Way. Pavement rehabilitation or reconstruction was being considered for the pavement to the west and east of the bridge. Terracon provided subsurface exploration, geotechnical engineering services, and geotechnical engineering recommendations concerning the planned bridge and pavements. The scope of work included the advancement of test borings and pavement coring, laboratory testing, engineering analysis, and report preparation. Fee: \$18,676		
b.	Carlin Park Sand Volleyball Courts Jupiter, FL	2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Geotechnical Engineering Associate/Assistant Project Manager. Palm Beach County Parks and Recreation Department wanted to construct 10 sand volleyball courts at Carlin Park. The firm performed subsurface exploration and geotechnical engineering and provided geotechnical recommendations concerning earthwork and the design and construction of foundations for the proposed volleyball courts. The scope of work included the advancement of test borings, laboratory testing, engineering analysis, and report preparation. Fee: \$5,647		
c.	Country Club Area Roads Assessment Tequesta, FL	2022	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Geotechnical Project Manager. The Village of Tequesta planned to rehabilitate the existing pavement section of various neighborhood roadways, which cover approximately 5 miles (i.e. 10 lane miles). At the time of our services, the roadways were 2 lanes (one in each direction) and asphalt paved with posted speed limits of 25 mph. The pavements were constructed 21 years ago and therefore were older than the typical 20-year design life for pavements. Terracon performed subsurface exploration, geotechnical engineering, and a pavement study for the project. The scope of services included the advancement of 5 borings and 18 pavement cores with hand auger borings. Terracon provided information and geotechnical engineering recommendations relative to subsurface soil conditions, groundwater conditions, and pavement remediation. Fee: \$15,000		

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Roger Dean Chevrolet Stadium and Sports Complex Renovations Jupiter, FL	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	2022	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm		
d. Geotechnical Project Manager. The proposed renovations include stadium improvements, construction/expansion of the clubhouse buildings, construction of new batting tunnels, new agility areas, relocation of a bunting field, a new maintenance facility, and new or expanded parking areas. Terracon conducted subsurface exploration and geotechnical engineering and provided geotechnical recommendations concerning earthwork and the design and construction of foundations, floor slabs, and pavements. The scope of services included 27 Cone Penetration Test (CPT) soundings, laboratory testing, engineering analysis, and report preparation. Fee: \$37,900		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
New Environmental Center Jupiter, FL	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	2021	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm		
e. Geotechnical Project Manager. The proposed construction would include a main two-story building, a single-story outbuilding, a fishing pier, created wetlands, and asphalt-paved surface parking on a 20 +/- acre site. The firm performed subsurface exploration and geotechnical engineering and provided geotechnical recommendations for the foundation options for the planned building and kiosks and the design and construction of the interior floor slab. Our scope of services consisted of the advancement of test borings and field borehole permeability tests, lake bottom sediment sampling, laboratory testing, and engineering/project delivery. Fee: \$6,500		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Justin Adams	Materials Project Manager, Local Safety Coordinator (LSC)	a. TOTAL	b. WITH CURRENT FIRM
		9	9

15. FIRM NAME AND LOCATION (City and State)

Terracon Consultants, Inc. (West Palm Beach, FL)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
South Tech Academy, Automotive and Marine Biology, 2006-2007 Additional Training: FDOT Temporary Traffic Control (TTC) Intermediate Course Sunshine 811 ITE Training	Certifications: FDOT Construction Training and Qualification Program (CTQP) TIN No. A35242485: • Concrete Lab Technician, Level 1 • LBR Technician • Qualified Sampler Technician • Aggregate Base Testing Technician • Aggregate Testing Technician • Concrete Field Inspector Specification • Quality Control Manager (QCM) in progress American Concrete Institute (ACI): • Concrete Field-Testing Technician, Grade 1 • Concrete Lab Testing Technician, Level 1 • Concrete Strength Testing Technician • Aggregate Base Testing Technician • Aggregate Testing Technician, Level 1 Radiation Safety Officer Portable Density Moisture Gauge Training Hazardous Materials Training Auger Cast Pile Inspector Authorized TIA Tower Inspector,

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Justin has over 9 years of experience in construction materials testing and inspection services. He is proficient in the laboratory testing of cores, concrete and asphalt unit weight and samples, soils, rock, aggregates, and masonry in accordance with the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and FDOT. Justin is responsible for project management of materials testing projects and overseeing the production of tests performed in the laboratory. His experience includes the following: drilled shaft inspections to the standards set forth by Florida Power and Light (FPL), drilling and auger cast inspections, coring concrete, asphalt hand auger, soil sampling in the field, Windsor probe testing, measuring the strength of concrete in place and reporting, field density testing and drilling of wells. He is also the Fleet Representative and the local safety coordinator for the West Palm Beach office.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Palm Beach County Sheriff's Office (PBSO) District 1 and Marine Unit West Palm Beach, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
	Ongoing	Not applicable (N/A)	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
a.	Materials Project Manager. The project involves a collocated PBSO District 1 and Marine Unit operations on a 5.75-acre site. The one-story category IV building is approximately 26,000 SF. Terracon is conducting construction materials engineering, testing, field and laboratory testing, and reporting services, as needed during construction, to ensure that the contractor complies with project specifications. The scope of work includes proctors, soil in-place field density tests, concrete and masonry testing, asphalt monitoring and testing, stormwater monitoring, and turbidity monitoring. Fee \$40,342 estimated		

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
S1606A Juno Street Stormwater Pump Station Jupiter, FL		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2023	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
b.	Assistant Project Manager/Engineering and Laboratory Technician. The project consisted of site improvements to the existing stormwater pump station located at Old Dixie Highway and Juno Street. Site improvements included new utilities. Provided construction materials engineering, field and laboratory testing, inspections, and reporting services including soils and concrete. Fee: \$13,183		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Deep Injection Well (DIW) Site Improvements Jupiter, FL		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2023	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
c.	Materials Project Manager. Provided construction materials engineering, and field (density) and laboratory testing, and reporting services for the DIW site improvements at the water treatment plant (WTP) located at 17403 Central Boulevard to ensure that the contractor complied with project specifications. Fee: \$12,412		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Juno Beach Distribution System Improvements Jupiter, FL		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2020	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
d.	Engineering and Laboratory Technician. The project involved water distribution improvements between U.S. 1 and Ocean Drive from Donald Ross Road to Old Town Avenue in Juno Beach, Florida. The project included the installation of an underground 6-inch PVC water main with open-cut trenches along roadways and across driveways, new water service line connections, new fire hydrants, and fire hydrant replacement, various point repairs, concrete driveway and sidewalk replacement, and asphalt pavement restoration. Terracon provided construction materials engineering, testing, and inspections including earthwork observation and testing, in-place density testing, laboratory testing, concrete testing, asphalt bulk sampling and testing, engineering oversight during construction, and reporting. Fee: \$41,653		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Village of North Palm Beach New Clubhouse and Pool Deck North Palm Beach, FL		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2019	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
e.	Engineering and Laboratory Technician. The new 37,000-SF clubhouse replaces the old clubhouse that was demolished in 2018. It has a mini golf putting green on the back patio, fire pits, and a renovated pool and deck area. The clubhouse was constructed on shall foundations and included cast-in-place concrete beams and columns, concrete masonry unit (CMU, precast hollow core framing at elevated slabs, structural steel roof framing, and pre-engineered wood truss roof framing system. Terracon provided construction materials testing and inspections, and threshold inspection services on an as-needed basis. Fee: \$97,786		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jaime Velez, P.E.	Senior Geotechnical Engineer	a. TOTAL	b. WITH CURRENT FIRM
		20	20

15. FIRM NAME AND LOCATION (City and State)

Terracon Consultants, Inc. (West Palm Beach, FL)

16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

M.E. (Engineering), University of Florida, 2003
B.S., Civil Engineering, University of Florida, 2000
Professional Engineer: Florida: PE66416, (02/2025)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Jaime serves as a senior project engineer in Terracon's South Florida region and on the Treasure Coast. He is a geotechnical engineer by education and experience. As a project geotechnical engineer, Jaime has more than 20 years of experience performing subsurface (geotechnical) studies throughout Florida for the design and construction of earth dams, earthen retaining walls, pump stations, underground piping, roadways, bridges and low to high-rise structures. His geotechnical engineering expertise includes conducting detailed analyses of slope stability, groundwater seepage, settlement and bearing capacity for shallow and deep foundations and evaluation of retaining wall global stability.

19. RELEVANT PROJECTS

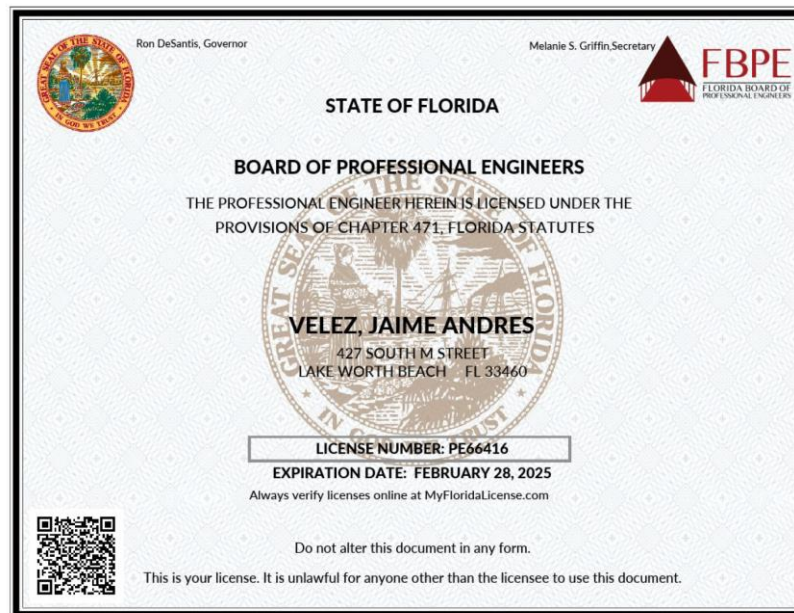
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Jupiter Beach Road Bridge Replacement Jupiter, FL	2023	Not applicable (N/A)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
b.	Country Club Area Roads Assessment Tequesta, FL	2022	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
c.	Burt Reynolds Park Pavement Improvements Jupiter, FL	2016	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
d.	North Jupiter Flatwoods Natural Area Jupiter, FL	2015	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		

Project Manager/Project Engineer. The Palm Beach County Environmental Resources Management (ERM) converted a portion of flatwoods land near Jupiter Florida into a wetland. From 2013 to 2015 Terracon provided the following elements of work: subsurface exploration (i.e. borings and piezometers); laboratory testing; embankment seepage and stability modeling; geosynthetic liner (seepage barrier) design; construction plans and specifications; and construction observation and testing. Fee: \$ 87,803

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
North Jupiter Flatwoods Natural Area Jupiter, FL	2015	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

e. Project Manager/Project Engineer. The Palm Beach County ERM planned to improve the North Jupiter Check if project performed with current firm Flatwoods Natural Area by designing and constructing several hundred feet of elevated boardwalk, two observation platforms, ± 42 linear feet of fishing pier planned over the lake at the end of the boardwalk, and 2,000 linear feet of concrete surfaced trail within 5 areas. Terracon provided a subsurface exploration and geotechnical engineering recommendations, in a subconsultant capacity, for the proposed construction. Installation of the piling (pile driving) began in April 2014 with the westernmost piles of the fishing pier. The firm provided oversight and related engineering services in connection with the foundation piling installation in 2015. Fee: \$11,808



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
David Youngstrom	Senior Materials Project Manager	a. TOTAL	b. WITH CURRENT FIRM
		34	20

15. FIRM NAME AND LOCATION (City and State)

Terracon Consultants, Inc. (Port St. Lucie, FL)

16. EDUCATION (DEGREE AND SPECIALIZATION)

B.S., Geology, University of Minnesota, 1983

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Certifications:
 Nuclear Density Gauge Certification, Level I
 Nuclear Radiation Safety Officer
 Office Safety Coordinator
 International Conference of Building Officials - Reinforced Concrete
 OSHA (10 hour) Construction Safety

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

David has 34 years of specialized experience in the practice of geotechnical and construction materials engineering. In addition to his project management duties, he is responsible for the day-to-day operations of the Port St. Lucie and West Palm Beach Construction Services groups, overseeing and managing the staff, with P&L responsibilities for the group. His duties also include overseeing and maintaining quality control programs that fulfill the requirements of the firm's in-house QA/QC program, and project specifications. His expertise includes evaluating and overseeing construction of earthworks (embankments, levees, slopes), roadways and bridges; soil improvement/replacement; construction of shallow and deep foundations, and retaining structures. Dave also highly experienced in construction inspection, and all areas of construction testing for soils, concrete, masonry, and asphalt, as well laboratory testing of aggregates, soils, concrete, and asphalt.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
SFWMD C-457 Canal Interconnect from C-23 to C-44 Palm City, FL	Ongoing	Not applicable (N/A)

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

a. Senior Materials Project Manager. Construction of approximately 7 miles of canal to transfer water from the C-23 Canal to the C-44 Reservoir via a connection to the C-44 Western Reservoir Perimeter Canal (WRPC). Conducting field sampling and performing materials testing, on an as-needed basis, including material testing for embankment construction, laboratory compaction control tests, field density tests for compaction control, concrete sampling and testing, reviewing/recording/maintaining soils and concrete testing data, and soils classifications relative to appropriate proctor values. Fee: \$530,762 estimated

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
County Road 612/8th Street Bridge Replacement Vero Beach, FL	Ongoing	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

b. Senior Materials Project Manager. The project involves the removal and replacement of the existing bridge structure (pictured above) about 85 feet in length, reconstruction of about 1,040 lineal foot section of existing roadway, construction of a stabilized canal maintenance access path, paved shoulders, and installation of guardrail and riprap. Terracon is providing earthwork testing and concrete testing as needed, QC management, and reporting. Fee: \$65,000 estimated

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Juno Beach Distribution System Improvements Jupiter, FL	2020	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm

c. Senior Materials Project Manager. The project involved water distribution improvements between U.S. 1 and Ocean Drive from Donald Ross Road to Old Town Avenue in Juno Beach, Florida. The project included the installation of an underground 6-inch PVC water main with open-cut trenches along roadways and across driveways, new water service line connections, new fire hydrants, and fire hydrant replacement, various point repairs, concrete driveway and sidewalk replacement, and asphalt pavement restoration. Terracon provided construction materials engineering, testing, and

inspections including earthwork observation and testing, in-place density testing, laboratory testing, concrete testing, asphalt bulk sampling and testing, engineering oversight during construction, and reporting. Fee: \$41,653

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Keith and Urdea Road Water Main Replacements and Extensions Jupiter, FL		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2019	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
d.	Senior Materials Project Manager. The project involved installation of underground 6-inch PVC water main with open-cut trenches along roadways and across driveways, new water service line connections, 6-inch DIP tie-ins to the 12-inch DIP on Loxahatchee River Road, concrete driveway replacement, and asphalt pavement restoration. Terracon provided construction materials engineering, testing, and inspections including earthwork observation and testing, in-place density testing, laboratory testing, concrete testing, engineering oversight during construction, and reporting. Fee: \$6,755		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Village of North Palm Beach New Clubhouse and Pool Deck North Palm Beach, FL		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2019	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
e.	Senior Materials Project Manager. The new 37,000-SF clubhouse replaces the old clubhouse that was demolished in 2018. It has a mini golf putting green on the back patio, fire pits, and a renovated pool and deck area. The clubhouse was constructed on shall foundations and included cast-in-place concrete beams and columns, concrete masonry unit (CMU), precast hollow core framing at elevated slabs, structural steel roof framing, and pre-engineered wood truss roof framing system. Terracon provided construction materials testing and inspections, and threshold inspection services on an as-needed basis. Fee: \$97,786		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1					
21. TITLE AND LOCATION <i>(City and State)</i> Geotechnical and Environmental Engineering Services Continuing Contract (CC) Various Locations, Royal Palm Beach, FL		22. YEAR COMPLETED <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	Ongoing	N/A
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>						
Ongoing	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER Village of Royal Palm Beach		b. POINT OF CONTACT NAME Christopher Marsh, P.E.					
		c. POINT OF CONTACT TELEPHONE NUMBER (561) 790-5161					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>							

Terracon was selected in 2016 by the Village of Royal Palm Beach to provide geotechnical and environmental engineering services. Terracon's role is to serve as the Village's professional geotechnical and environmental engineering consultant for work including, but not limited to: subsurface exploration and testing; foundation analysis and design; in-situ testing and performance monitoring; earth structures, slopes, and retention systems; soil stabilization investigation and ground improvement; pavement evaluation and design, geotechnical subgrade evaluation, and material evaluation; environmental design and monitoring services; construction monitoring services; and other related services. Projects have included but are not limited to the following:

- Florida Power & Light (FPL) Pathway Proposed Dry Detention Ponds** - The purpose of the planned dry detention ponds was to provide for general stormwater storage and water quality treatment. It was also hoped that the ponds would help reduce the potential for additional longitudinal pavement cracking along La Mancha Avenue, which is about 10 years old. Terracon performed subsurface exploration and geotechnical engineering services to evaluate the likelihood of the proposed ponds to impact (drain) existing wetlands to the east of the site.
- Cultural Center Expansion** - At the time of Terracon's initial services, the Village planned to laterally expand the footprint of the existing Cultural Center building. Terracon conducted subsurface exploration and provided geotechnical recommendations concerning earthwork and the design and construction of the building addition and new parking lot for the project. During construction, Terracon oversaw and documented the removal of unsuitable soils below the building expansion and new parking lot. The unsuitable soils were removed from the site and replaced with well compacted fill. Terracon documented the amount of unsuitable material being removed, defined the limits of the unsuitable material, and confirmed the imported fill was properly placed and compacted. Additionally, Terracon performed asphalt plant inspection services, in accordance with FDOT standards, related to the Center's expansion and improvements. The asphalt paving inspections generally included observation of the prepared surface, temperature measurements of asphalt delivered to the site, periodic temperature measurements of the asphalt mat during compaction, spot checks of the milled depth along the curb and the thickness of the asphalt mat prior to compaction, and measurement of spread rates. Field operations were documented in daily reports.



- Saratoga Drainage Improvements** – The Saratoga drainage project included Full Depth Reclamation (FDR), a process that rebuilds worn out asphalt pavements by recycling the existing roadway. Old asphalt and base materials are pulverized using a specialized machine, a reclaimer, that is used again to mix all the materials. Terracon provided verification testing and inspection services for the FDR and paving of the roadway in accordance with FDOT standards. The firm conducted observation of the construction operations for conformance with the applicable project specifications, as well as sampling and testing.



- **Royal Palm Beach Commons** - The project consisted of a 160±-acre parcel of land that was developed into a community park known as Royal Palm Beach Commons (former Traditions Golf Course site). The park included a 3-story, 17,000-SF Sporting Center with a patio area, Golf Training Center with a driving range and 18-hole green, extensive 19-acre lake system, canoe/kayak launch, access road to all amenities, 3 miles of paved walking/jogging/bike trails, banquet garden, wedding pavilion, interactive splash fountain, sand volleyball courts, picnic pavilions, fishing docks, and playscapes.



Terracon started providing services for the project in 2007 by providing a subsurface study, as a subconsultant, that included drilling and sampling of exploratory borings, lake bottom probing and sampling, laboratory soils analysis, evaluation of the impact of the subsoils upon the proposed construction and development of recommendations for foundation design, pavements, earthwork and other related construction. Additionally, the firm provided construction materials testing (field and laboratory) as a subconsultant as well as engineering services during construction (verification testing) as a prime consultant to the Village.

Because the site was a former golf course, we evaluated soil and groundwater quality to determine impacts from use of turf chemicals and found contaminants of concern in both media with concentrations exceeded State cleanup target levels. Terracon worked with the project team to establish strategies for addressing the impacted media and assisted the civil engineer in developing a contaminated soil source removal plan and construction dewatering plan that was approved by the Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD). Sampling and analysis was also performed during construction and source removal to assure that the construction contractor followed the project environmental specifications.

At the conclusion of construction, the firm performed a comprehensive post-construction site assessment in accordance with Chapter 62-780, Florida Administrative Code (FAC). We completed testing of soil samples collected from a stockpile of soil generated from construction of a sidewalk at the park. The purpose of the testing was to evaluate if the soil was impacted with arsenic, associated with past use of the site, so that appropriate re-use or disposal requirements could be determined. Terracon completed testing of soil samples, collected from the southwest parking lot and the northeast parking lot at the park. The purpose of the testing was to evaluate if the soil was impacted with arsenic and Organochloride Pesticides (OCPs), associated with past use of the site, so that appropriate re-use or disposal requirements could be determined. We have been performing long-term groundwater monitoring at the site in advance of site closure since 2009.

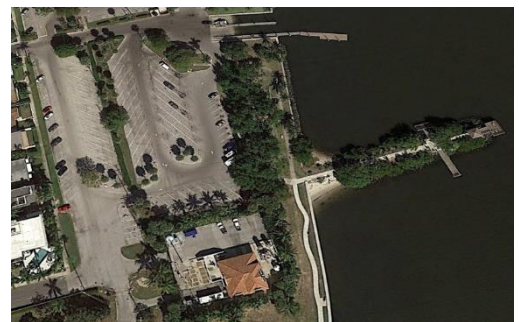
Fees: On a task-by-task basis

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Prime Consultant
b.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port St. Lucie, FL	(3) ROLE Prime Consultant
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2					
21. TITLE AND LOCATION <i>(City and State)</i> CC for Professional Geotechnical Services Various Locations, Lake Worth Beach, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td>Ongoing</td> <td>N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	Ongoing	N/A
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>						
Ongoing	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER City of Lake Worth Beach		b. POINT OF CONTACT NAME Giles Rhoads, P.E.					
		c. POINT OF CONTACT TELEPHONE NUMBER (561) 586-1640					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>							

Terracon has performed continuing services to the City of Lake Worth Beach since 2013 and was re-selected in 2022 for the geotechnical category, which includes engineering, construction materials testing services of concrete, compressive strength, density, and other related services. A sampling of projects are provided below.

- Bryant Park Boat Ramp Parking Lot** - The project, located at 78 2nd Avenue South (pictured at right), included improvements to the parking lot and drainage system. The firm provided construction materials testing services including testing, inspection, and observation. Test results and opinions based on tests and field observations were provided to the City.
- Lake Worth Pump Station No. 4 and Generator Replacement** - The firm provided construction materials testing services including testing, inspection, and observation. Test results and opinions based on tests and field observations were provided to the City of Lake Worth.
- 8th Avenue Watermain Extension** - The project involved the installation of a new watermain along 8th Avenue South between South A Street and South G Street and South F Street from 8th Avenue to 7th Avenue South in Lake Worth. The firm provided construction materials testing services including testing, inspection, and observation. Test results and opinions based on tests and field observations were provided to the City.
- 14th and 15th Avenue North, Crestwood Boulevard and North F Street Water Main Improvements** - The project consisted of the design and construction of two new water mains. One water main was planned to be approximately 900 feet long and installed along 15th Avenue North. The second would be approximately 2,600 feet long installed along 14th Avenue North, Crestwood Boulevard, and North F Street. The firm completed geotechnical engineering services in connection with the installation of the new water mains which involved coring through the pavement and drilling exploratory borings along the project alignment, laboratory examination of samples collected from the field, and recommendations for the geotechnical aspects of the project.



Fees: On a task-by-task basis

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Prime Consultant
b.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port St. Lucie, FL	(3) ROLE Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3					
21. TITLE AND LOCATION <i>(City and State)</i> Consultant Services on a CC Basis for Geotechnical Engineering and Construction Materials Testing Various Locations, Palm Beach County, FL		22. YEAR COMPLETED <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	Ongoing	N/A
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>						
Ongoing	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER School District of Palm Beach County		b. POINT OF CONTACT NAME Angel Garcia, LEED AP BD+C					
		c. POINT OF CONTACT TELEPHONE NUMBER (561) 882-1916					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>							

Terracon has provided services to the School District of Palm Beach County since 1998. The scope of work for this continuing contract includes geotechnical engineering including site investigation, drilling, ground water evaluation, chemical analysis, foundation analysis, soil stabilization, PDA, design recommendations and permitting assistance; construction materials testing includes sampling and testing of fresh concrete, sampling and testing of in-place concrete, mix designs, proper placement of welds and bolts and to ensure that materials and construction methods used meet specifications and requirements.

From 2019 to 2023, Terracon provided professional engineering services for the **Dr. Joaquin Garcia High School (DGHS)**, a new \$77 million 281,000-SF high school campus, is the first new high school in Palm Beach County in 20 years. The 2,703-student high school was constructed on a 46-acre undeveloped site located at 4906 Lyons Road.

Terracon conducted subsurface exploration and provided geotechnical engineering services for the new facility. Our scope of work consisted of review of the USDA NRCS web soil survey and historical aerial photographs for the site, field exploration, laboratory testing, and engineering/project delivery. The purpose of Terracon’s services was to provide information and geotechnical engineering recommendations concerning subsurface and soil conditions, groundwater conditions, site preparation and earthwork, foundation design and construction, floor slab design and construction, and pavement design and construction. The firm’s information, opinions, and recommendations were delivered using GeoReport. Terracon provided a supplemental study for the project. The firm also performed borehole permeability testing for the new athletic fields.



Terracon was selected by the School District to provide construction materials engineering, field and laboratory testing, and inspection services on an as-needed basis from 2021 to 2023. The scope of services included earthwork observation and testing, concrete testing and observation, steel observation and testing, structural steel inspection, construction observation, threshold inspections, and window testing. A Terracon State of Florida licensed professional engineer / special inspector was in responsible charge of reviewing all inspection and testing reports and ensuring compliance with the permitted construction documents and building code requirements.

Fees: On a task-by-task basis

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Prime Consultant
B.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port St. Lucie, FL	(3) ROLE Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4					
21. TITLE AND LOCATION <i>(City and State)</i> Professional Engineering Continuing Services Contract Various Locations Campuswide, Davie, FL		22. YEAR COMPLETED <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	Ongoing	N/A
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>						
Ongoing	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER Nova Southeastern University (NSU)		b. POINT OF CONTACT NAME Randall Seneff					
		c. POINT OF CONTACT TELEPHONE NUMBER (954) 262-8805					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>							

Terracon has provided professional engineering services to Nova Southeastern University (NSU) on an as-needed basis since 2003. Services have included environmental, geotechnical, materials engineering, and materials testing and inspection services. Projects have included roadways, buildings, athletic facilities/fields, hotels, utilities, etc.

Mako Hall is a new 7-story, inverted “C” shaped residence hall building with a two-story amenity building, outdoor courtyard amenity space, and a parking lot. Terracon performed environmental engineering services and conducted geotechnical exploration, which included advancement of soil test borings, to provide information and preliminary geotechnical engineering recommendations relative to the development, including subsurface conditions, groundwater conditions, and laboratory test results. Additionally, Terracon furnished verification for compliance with contract documents of the items incorporated into the project limited to operations related to concrete, grout, earthwork, and steel operations. Terracon qualified technicians observed and reported earthwork-related work while checking for conformance to the plans and specifications as requested. They also sampled soil materials from the site, conducted earthwork density readings and recorded those findings on daily reports when applicable. Our qualified technicians observed and reported concrete/grout-related work while checking for conformance to plans and specifications and performed plastic property testing for acceptance of concrete materials. Laboratory tests were provided when required. Terracon also performed special inspections for foundations and soil preparation, concrete, precast, masonry, steel, and asphalt paving.



- The firm has also provided professional services for several other NSU projects including but not limited to the following:
- Center for Collaborative Research - environmental, geotechnical, materials engineering and testing, and inspection
 - Health Professions Division (HPD)/Terry Building - geotechnical
 - Former Dolphin’s Training facility – limited site investigation and materials testing
 - New Lift Station No. 19 and Force Main Improvements - materials engineering and testing, and inspection
 - West Parking Garage - materials engineering and testing, and inspection
 - Bookstore – geotechnical, materials engineering and testing, and inspection

Fees: On a task-by-task basis

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach , FL	(3) ROLE Prime Consultant
b.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port St. Lucie, FL	(3) ROLE Prime Consultant
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5					
21. TITLE AND LOCATION <i>(City and State)</i> Construction Materials Testing, Geotechnical Engineering and Inspection Services CC Various Locations, Palm Beach County, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td>2023</td> <td>N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	2023	N/A
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>						
2023	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER Palm Beach County		b. POINT OF CONTACT NAME Jeff Halverson, P.E.					
		c. POINT OF CONTACT TELEPHONE NUMBER (561) 233-0236					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>							

Terracon has provided continuing professional services to Palm Beach County since 1998 and was re-selected by Palm Beach County in 2020 to provide construction materials testing, geotechnical engineering and inspection services on an annual task order basis. The County's scope of work consists of geotechnical engineering, geotechnical drilling, construction materials testing and inspections, threshold inspection services, and other related services. Projects have included but are not limited to:

- Palm Beach County Water Utilities Department (PBCWUD) Western County Projects, Glades Area, FL** – PBCWUD performed emergency pipe repairs within the FDOT right-of-way (ROW) in different locations in the Glades area. In order to close the permits, FDOT required additional material testing information. Terracon performed construction materials testing, inspections, and laboratory testing services in 11 locations to close the permits. The scope of work included pavement cores, field density tests, Proctors, and Limerock Bearing Ratio (LBR).
- Linton Boulevard and South Federal Highway Intersection Improvements, Delray Beach, FL** - The construction project included the addition of a west approach right turn lane and associated drainage. It also included modifying the southeast and southwest mast arms, and milling and resurfacing for the existing pavement from east of the railroad tracks to west of the bridge. The Terracon Team provided materials engineering, testing, and inspection services for the project under the firm's continuing services contract with Palm Beach County. The scope of work included field density testing, Proctors, and asphalt testing and observation at night.
- North Jupiter Flatwoods Natural Area, Jupiter, FL** - Completed a seepage study that consisted of the design and construction of a new seepage barrier around the eastern and southern boundaries of the North Jupiter Flatwoods Area. The purpose of the seepage barrier is to reduce the magnitude of seepage from the natural area to the communities located to the east and south. We completed a seepage study focused upon the nature and sequence of the subsurface profile, the permeability of the underground conditions, and the seepage potential for various head conditions, seepage barrier types and depths. The geotechnical engineering evaluation included characterization of the aquifer that underlies the project site, and seepage modeling completed for conditions with and without seepage barriers for the range of anticipated head conditions, and for three depths of barriers in order to check the sensitivity of the seepage with respect to the depth of the barrier. Results of the study and recommendations for design and construction of the seepage barrier were furnished. The firm provided additional geotechnical services including development of detailed plans and specifications, construction oversight, and preparation and certification of as-built drawings for the perimeter berm and liner installation.



Fees: On a task-by-task basis

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Prime Consultant
b.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port St. Lucie, FL	(3) ROLE Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6					
21. TITLE AND LOCATION <i>(City and State)</i> Geotechnical Engineering and Quality Control CC Various Locations Countywide, Martin County, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td>Ongoing</td> <td>N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	Ongoing	N/A
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>						
Ongoing	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER Martin County		b. POINT OF CONTACT NAME Keith Baker, P.E.					
		c. POINT OF CONTACT TELEPHONE NUMBER (772) 463-2848					
25. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>							

Terracon has held continuing services contracts with Martin County for more than 20 years. The firm was re-selected in 2021 to provide geotechnical engineering and quality control (QC) services. The primary scope of work will be to provide, on an as-needed basis, geotechnical engineering and construction QC services for projects in the County's adopted Capital Improvement Plan (CIP) and/or any other projects approved by the Board of County Commissioners. The exact scope of services will be defined during negotiations and subsequently on a project-by-project (task order) basis. Recent projects are highlighted below:

- SE Bridge Road Main Street Improvements, Hobe Sound, FL** - Improvements involved the installation of underground drainage and water main; the re-construction of the roadway along SE Bridge Road, SE Hercules Avenue and SE Lares Avenue; and the construction of new concrete sidewalk, brick pavers, concrete curb and gutter, and hardscape areas. Terracon conducted field sampling and materials testing on an as-needed basis. Our scope of services included: collecting samples of the materials used during construction for laboratory testing; in-place density testing of storm drainage and water main for each 6-inch lift placed for pipe backfill and for each 6-inch lift placed at each drainage structure and hydrant; in-place density testing of pavement components including roadway embankment stabilized base and/or base course for the roadway and driveways; in-place density testing of subgrade for concrete sidewalk, brick paver, curb pad and hardscape areas; laboratory testing on the materials used for subgrade and embankment including moisture-density relationship tests, LBRs and sieve analysis; periodic visits to the site by an engineering technician during the concrete construction to perform field concrete testing including slump tests, temperature, and molding concrete test cylinders for laboratory compressive strength testing of hardened concrete poured for concrete sidewalk, curb pad and hardscape areas; and engineering oversight during the construction to coordinate the materials testing program, engineering review and reporting of the test results, and consultation, as needed.
- Old Palm City Vacuum Station, Palm City, FL** - The project was to consist of the design of a new vacuum station facility to be located at Southeast 29th Street in Palm City. The facility includes a single-story building with a below-grade pit which houses vacuum pumps, a mulch odor control bed, a diesel fuel tank, and concrete paved access roads. Terracon performed subsurface exploration and provided geotechnical recommendations concerning earthwork and the design and construction of foundations, below grade structures, floor slabs, and pavements for the proposed project.



Fees: On a task-by-task basis

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Prime Consultant
b.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port St. Lucie, FL	(3) ROLE Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7					
21. TITLE AND LOCATION <i>(City and State)</i> Country Club Area Roads Assessment Tequesta, FL		22. YEAR COMPLETED <table border="1" style="width: 100%;"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td style="text-align: center;">2022</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	2022	N/A
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>						
2022	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER Village of Tequesta Client: Kimley-Horn and Associates, Inc.		b. POINT OF CONTACT NAME Thomas Jensen, P.E.					
		c. POINT OF CONTACT TELEPHONE NUMBER (561) 840-0853					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>							

The Village of Tequesta planned to rehabilitate the existing pavement section of various neighborhood roadways, which covers approximately 5 miles (i.e. 10 lane miles). At the time of Terracon’s services, the roadways were 2 lanes (one in each direction) and asphalt paved. The posted speed limits were 25 mph. The pavements were constructed 21 years ago and therefore are older than the typical 20-year design life for pavements. The roadways proposed for rehabilitation included Fairway North, Fairway East, Fairway West, Golfview Drive, River Drive, Point Circle, Fairview Drive, Fairview East, Fair Place, and Yacht Club Place.

Terracon provided subsurface exploration, geotechnical engineering services, and a pavement study for the roadways in Village. The purpose of these services is to provide information and geotechnical engineering recommendations relative to subsurface soil conditions, pavement remediation, and groundwater conditions. The geotechnical engineering scope of services for this project included the advancement of 5 Standard Penetration Test (SPT) borings to a depth of 15 feet below existing ground surface, and 18 pavement cores with hand auger borings to depths of 2 to 4 feet below existing ground surface.

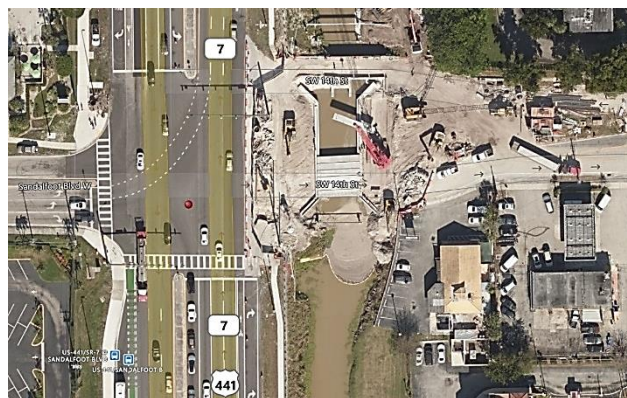
Fee: \$15,000



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Subconsultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8					
21. TITLE AND LOCATION <i>(City and State)</i> Sandalfoot Boulevard and State Road (SR) 7, and SW 3rd Street and SR 7 Bridge Replacements and Intersection Improvements Boca Raton , FL		22. YEAR COMPLETED <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td style="text-align: center;">2020</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	2020	N/A
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>						
2020	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER Palm Beach County		b. POINT OF CONTACT NAME Albert Hoffman					
		c. POINT OF CONTACT TELEPHONE NUMBER (561) 684-4180					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>							

The \$4.4 million construction project involves the construction of bridges at Sandalfoot Boulevard and SR 7, and SW 3rd Street and SR 7 in Boca Raton, Florida. The project includes the removal of the existing bridges and construction of the new bridges, drainage, and traffic signals. Both bridges, which need to be replaced due to age, connect SR 7 and cross a Lake Worth Drainage District (LWDD) canal just east of SR 7. Additionally, the County is improving the intersections where the bridges meet SR 7.



The Sandalfoot bridge, built in 1969, is currently two separate structures: one for two lanes of eastbound traffic and another for two lanes of westbound traffic. The County is replacing those structures with a single structure that has five lanes and is better aligned with Sandalfoot Boulevard on the west side of SR 7. A wider bridge is also replacing the two-lane Southwest Third Street bridge, which was built in 1972. The new bridge is three lanes with one lane for eastbound traffic and two lanes for westbound traffic. The additional westbound lane is for left turns.

Terracon provided construction materials engineering, testing, and inspection services under the continuing services contract the firm held with Palm Beach County to provide annual consultant professional services (i.e. testing, geotechnical engineering, and inspections). Terracon's scope of work for the referenced project includes PDA/design, Pile Dynamic Testing, prestress yard inspections, concrete compressive testing, Proctors, field engineering and testing, asphalt testing and observation, concrete testing and observation, earthwork testing and observation, and laboratory testing.
Fee: \$30,067

Additionally, Terracon completed a subsurface exploration program and geotechnical engineering analysis for the bridge replacement project as a subconsultant to Alan Gerwig and Associates, Inc. Our report provided a description of the methods of exploration, field and laboratory testing, and geotechnical engineering recommendations related to the project. Supplemental geotechnical services were performed for the signalization poles to be constructed at the intersection of Sandalfoot Boulevard and SR 7. Geotechnical design criteria for the signalization pole foundations were furnished.
Fee: \$21,617

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Prime Consultant and Subconsultant
b.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port St. Lucie, FL	(3) ROLE Prime Consultant and Subconsultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9					
21. TITLE AND LOCATION <i>(City and State)</i> South Florida Proton Therapy Institute (SFPTI) Delray Beach, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td>2020</td> <td>N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	2020	N/A
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>						
2020	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER Tenet Healthcare Client: Proton International		b. POINT OF CONTACT NAME Jay Beranek					
		c. POINT OF CONTACT TELEPHONE NUMBER (317) 908-8099					
26. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>							



The SFPTI campus is located at Tenet Healthcare’s Delray Medical Center on Linton Boulevard in Delray Beach, Florida. The state-of-the-art radiation oncology center includes the construction of a new 40,000-SF, two-story outpatient medical treatment facility. The project houses a cyclotron particle accelerator, proton beam line, and treatment gantry, which is contained at the facility’s core. The facility design also includes thick concrete walls at radiation therapy areas, stucco cladding, storefront and glazed curtain wall assemblies, and low-slope

membrane roofing. Site improvements included new utilities, hardscape work around the new building and asphalt pavement for parking lot areas.

Terracon provided construction materials testing services for the SFPTI. The scope of work included materials engineering, foundation observation, concrete testing and observation, soils testing, auger cast pile oversight, auger cast pile load testing and analysis, and threshold inspection services. Services were provided to the project owner.

In addition, Terracon’s Facilities Group reviewed provided drawings and specifications for Gilbane Building Company. Our review focused on: the conformance to typical industry standards and quality criteria and their adequacy to construct the building envelope systems for performance and longevity; general coordination among the documents and appropriateness of various envelope systems to the project’s scope; general compliance with industry standards and design criteria regarding roofing, waterproofing and façade construction; and identification of best trade practices with regard to overall roofing and façade design and details.

- A significant portion of the facility housing the proton equipment was housed in a below ground basement which required extensive blind side waterproofing due to the high groundwater at the site.
- The building was constructed with a removable roof section to allow placement of the large, sensitive, proton equipment after the shell had been constructed and dried in.
- Terracon was able to address the below-grade waterproofing, stucco and window installation, and roofing systems on this complex construction project.

Fee: \$128,322

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Prime Consultant and Subconsultant
b.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port St. Lucie, FL	(3) ROLE Prime Consultant and Subconsultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10					
21. TITLE AND LOCATION <i>(City and State)</i> Western Region Operations Center (WROC) Belle Glade, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td>2017</td> <td>N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	2017	N/A
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>						
2017	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER Palm Beach County FD&O, CID Geotechnical Client: Baxter and Woodman Company		b. POINT OF CONTACT NAME Rebecca Travis, P.E.					
		c. POINT OF CONTACT TELEPHONE NUMBER (561) 655-6175					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>							

Palm Beach County Water Utilities planned to expand the Water Treatment Plant (WTP) No. 11 facility located on the south side of Hooker Highway in Belle Glade, Florida. The total site area is approximately 21 acres, which includes WTP No. 11 within the western 10 acres, and the previously undeveloped eastern (approximately) 11 acres of land, which was used for the WROC. The project consists of a new 5 million-gallon (MG) water storage tank, a new 6,700-SF warehouse, a 6,000-SF shop building, a lift station, an 8,000-SF combination administration/operations and customer service building, and associated parking fields and driveways adjacent to WTP 11.

Terracon completed geotechnical engineering services as a subconsultant to Mathews Consulting, a Baxter and Woodman Company. The scope of work included drilling exploratory borings, laboratory examination and testing of samples collected from the field, and recommendations for the geotechnical aspects of the project. We provided plans and specifications for the demucking contract, prepared a dewatering permit application and developed a dewatering plan for potential off-site discharges for the site. Terracon also completed earthwork construction observation services that included demucking and replacement filling operations and monitoring of an earthen preload fill. Fee: \$107,485

Additionally, the firm was selected by Palm Beach County to provide construction materials testing and inspection services to ensure contractor compliance with the project specifications. The scope of work for field and laboratory services included concrete, steel, and soils. Steel inspection services were completed for the 5 MG aboveground storage tank. Construction materials testing services were completed for a combination of administration/operations and customer service building, and associated parking fields and driveways. The scope of work for these project components included concrete testing and observation as well as laboratory testing. Fee: \$48,124



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Prime Consultant and Subconsultant
b.	(1) FIRM NAME Terracon Consultants, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port St. Lucie, FL	(3) ROLE Prime Consultant and Subconsultant

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Michael O'Connor, P.E., S.I.	Principal, Core Team Leader, QA/QC	X	X	X	X	X	X		X	X	X
Jason DuBois	Geotechnical Project Manager	X	X	X	X	X	X		X		
Justin Adams	Materials Project Manager, LSC	X	X	X	X	X	X	X	X	X	
Jaime Velez, P.E.	Senior Geotechnical Engineer	X	X	X	X	X	X	X	X		X
David Youngstrom	Senior Materials Project Manager	X	X	X		X	X			X	X

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT	NO.	TITLE OF EXAMPLE PROJECT
1	Geotechnical and Environmental Engineering Services CC -Village of Royal Beach	6	Geotechnical Engineering and Quality Control CC - Martin County
2	CC for Professional Geotechnical Services – City of Lake Worth Beach	7	Country Club Area Roads Assessment
3	Consultant Services on a CC Basis for Geotechnical Engineering and Construction Materials Testing – School District of Palm Beach County	8	Sandalfoot Boulevard and SR 7, and SW 3 rd Street and SR 7 Bridge Replacements and Intersection Improvements
4	Professional Engineering Continuing Services Contract - NSU	9	SFPTI
5	Construction Materials Testing, Geotechnical Engineering and Inspection Services CC – Palm Beach County	10	WROC

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.



WHY CHOOSE TERRACON?

Wherever you are on your project journey, Terracon's employee-owners are ready to meet you where you are and help you reach your goal. Since our founding in 1965, Terracon has grown into a thriving, employee-owned, multidiscipline engineering consulting firm delivering facilities, environmental, geotechnical, and materials services. Our more than 6,000 curious minds include engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 175 locations nationwide including a 12-office network in Florida. On-time and real-time data-driven insights, provided by our talented employee-owners, create an unmatched client experience that spans the lifecycle of any project from earth to sky.

Terracon consistently ranks as a top 20 design firm by *Engineering News-Record*. Our successful growth has included organic expansion and innovation and acquiring more than 60 firms with specialized capabilities. A focused and uncompromising dedication to safety has been integral to how we support our employees, clients, and communities.

Throughout the life of your project, we won't just point the way – we'll go with you. Together, we are explorers turning big ideas into reality for our partner clients, employees, and the world around us.

From site selection to the design and construction to maintaining the structure's life, we'll help you succeed through engineering and scientific expertise, a passion for problem-solving, and a drive to explore.

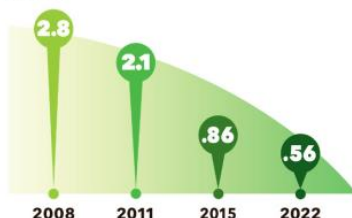
We're ready when – and where – you are. **Explore with us!**

86,000+
PROJECTS COMPLETED
IN 2022
WITH ALMOST 24,000 CLIENTS

100%
EMPLOYEE-OWNED

6,000+
PROFESSIONALS
175+
LOCATIONS NATIONWIDE

TRIR



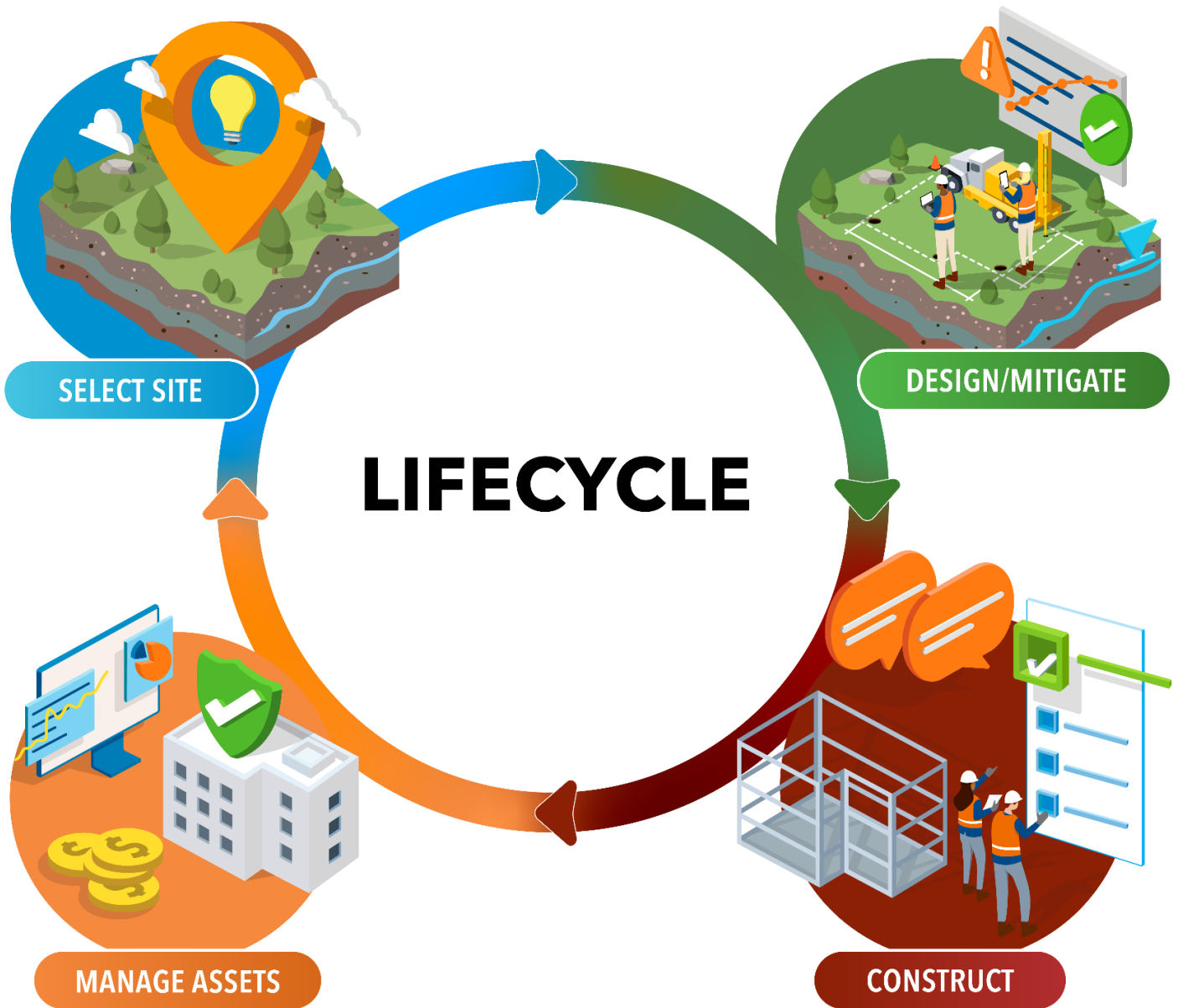
ENR Rankings 2023

- #1** Asbestos and Lead Abatement
- #11** Top 100 Pure Designers
- #20** Top 500 Design Firms
- #44** Top 150 Global Design Firms
- #63** Top 200 Environmental Firms

PROJECTS
IN ALL
50
STATES

A TRUSTED PARTNER FOR EVERY PHASE OF THE PROJECT JOURNEY

From start to finish, Terracon's engineers, scientists, and consultants can help you navigate the complexity of your projects.



H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

SELECT SITE

We'll help you identify and select the best site – to minimize potential problems that can be expensive to deal with during site development and construction.

Assessment of Land

- Specialized data consulting and analytics for siting and suitability studies
- Preliminary Environmental and Geotechnical Desktop Studies Based on Existing Proprietary and Public Data
- Environmental Contamination Concerns (Phase I, Phase II)
- Soil/Site Conditions (Geotechnical/Geophysical)
- Natural/Cultural Resource Studies
- Geological Hazards
- Feasibility
- Air Emissions and Water Permit Planning

Existing Structures

- Property Condition Assessments
- Environmental Due Diligence
- Hazardous Materials Assessments
- Environmental/Regulatory Compliance
- Repurposing Feasibility
- Regulatory Compliance Planning

DESIGN/MITIGATE

We provide solutions to help you quickly advance to construction.

Building Design Assistance

- Geotechnical Engineering and Foundation Design
- Building Enclosure, Design Reviews, Plans and Details
- MEP and Building Enclosure Commissioning Consultation
- Materials Selection Consulting
- LEED Consulting and Gap Analysis
- Code Compliance and Specifications Review
- Environmental Compliance and Permitting

Mitigation of Site Issues Prior to Site Development or Demolition

- Environmental Site Investigations
- Regulatory/Risk Management Assistance
- Remedial Design and Action Plans
- Natural and Cultural Resource Compliance
- Construction Stormwater Planning and Compliance
- Groundwater/Dewatering
- Hazardous Materials Abatement Design and Management
- Disposal of Hazardous Materials
- Brownfields Assistance



H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

CONSTRUCT

We help you get it built on time and budget with timely delivery, accurate results, and value-driven service.

Construction QA/QC

- Testing and Inspection of Construction Materials
- Observation of Foundation and Pavement Installation
- Failure/Non-compliance Investigations
- Detection of Changed Conditions
- Construction Administration Support
- Construction Consulting/Owner's Rep Services
- Vibration Monitoring
- Building Enclosure Testing, Observations, and Consulting
- MEP and Building Enclosure Commissioning

Environmental Compliance

- Air Monitoring and Oversight
- Remedial Management and Oversight
- Construction Monitoring for Environmental Compliance
- Underground Storage Tank (UST) Removals and Compliance
- Perimeter Ambient Air Monitoring
- Construction Stormwater Compliance

MANAGE ASSETS

By helping you prioritize capital expenditures, we extend the useful life of your facility.

Building and Occupant Health

- Building Enclosure Air/Water Infiltration Investigations
- Industrial Hygiene/Indoor Air Quality (IAQ)
- Hazardous Materials O&M Plans and Management
- ADA Compliance
- Energy Management and Usage Studies
- Structural and Materials Assessment/Monitoring

Unanticipated Issues

- Rapid Response – Spills
- Natural and Manmade Disaster Response
- Property Transaction Support
- Repair/Maintenance Design and Construction Management
- Cause and Origin Diagnostic Investigations

Asset Management

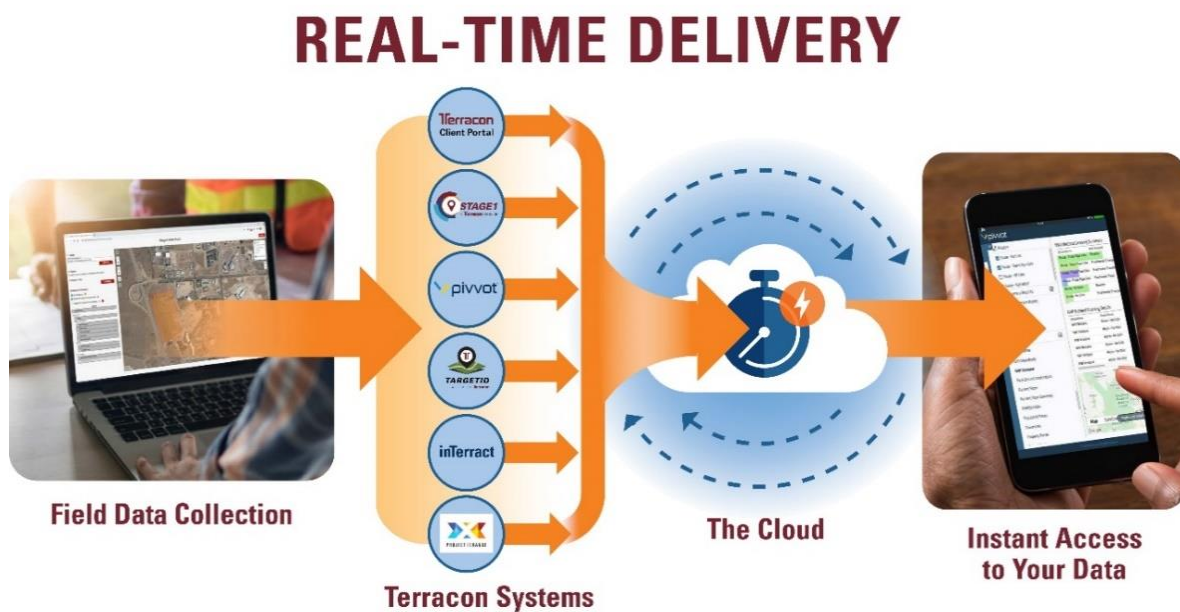
- Facility Asset Management Programs
- Pavement and Roof Evaluation/Management
- MEP Studies
- Immediate and Long-term Capital Expenditures
- UST Management
- Re/Retro Commissioning
- System Replacement/Rehabilitation Design and Construction Administration
- Facility Condition Assessments
- Repurposing Evaluation
- On-going Regulatory Compliance



REAL TIME DELIVERY

Having the ability to know what is happening on your project site in real-time means you and your project team are always well-informed. Portals and platforms display information on a visually intuitive and interactive dashboard, allowing project stakeholders to view data almost instantaneously. This insight into the project throughout each day makes it easier than ever to resolve issues on the spot instead of waiting for the report to be delivered at the end of the project or after the field team has left the site. With data at your fingertips, real-time delivery gives you access to information from anywhere to make decisions faster, ultimately saving you time and money.

Real-time delivery keeps your data alive. We can send and receive data through mobile devices and sensors embedded in everyday objects. These platforms take information from what used to be a verbal conversation, and a field report sent days after the data was collected to immediate access to crucial information, including test status, progress, and outcomes from anywhere and at any time.



We have worked to seamlessly integrate real-time delivery into our systems and platforms to help streamline your projects. When information is integrated into a Terracon internal system, the information populates throughout each system and maximizes the power and accessibility of your data for brilliant, timely decision-making. We customize your client portal based on priorities, risk management needs, and project scope. Before your portal is activated, we assemble a client kick-off meeting to engage with your team and conduct training on how they can use the portal to access and filter data, retrieve or share reports and other information, and collaborate with our team in real time. We provide access to whoever can retrieve the data in the different formats needed.

Real-time delivery also enhances project quality control and efficiency. Our innovative and proprietary tools allow you to see if an area is or is not ready for construction and expose any outstanding deviations. Real-time delivery uses data to help decrease the number of design changes needed and enable more of a collaborative decision-making approach. Hence, you make informed decisions earlier in the site development process, which leads to significant savings over the project's lifespan.

TERRACON INNOVATION

Terracon's vision to lead innovation means constantly asking, "How can we do things better?" We are focused on innovation efforts supporting both employee experience and client experience, driving efficiency and safety. This commitment is evidenced by internal leadership dedicated to developing innovation and digital services, including Stage1, TARGETID, iTRAMS, Pivot, Client Portal, PaveAI, and GIS services and data solutions. This leadership team is focused on assessing potential innovation within our service lines, innovation development, and industry trends. Click on the provided links in the following sections to further explore our team's innovation.

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Stage1

What Stage1 draws on Terracon's wealth of proprietary and public data, going back more than 50 years, to give clients an understanding of geotechnical and environmental considerations without ever setting foot on the site. We started this service in 2018 in our Geotechnical Service Line and added Environmental last year to add greater value. Stage1 has led the way for our more traditional services, generating more than \$20 million in revenue in 2020. Our clients (and our industry) are taking notice: Stage1 has earned awards for innovation from the *Environmental Business Journal* and the Association of General Contractors.



TARGETID

TARGETID is our premier materials testing data delivery service. With actual CAD drawings inserted into our GIS system, you can interact with your information in a way like never before. With real-time capabilities, you see the moment the field test or inspection begins, meaning that you will always have the most up-to-date information. TARGETID also offers almost unlimited flexibility with items to map, statistical tools to keep on your dashboard, and filtering by elevations in high rises and large cuts and fills. The flexibility and intuitive capabilities of TARGETID are ideal for "big data" projects and will most assuredly make your construction manager's life much simpler.



iTRAMS

Quickly getting critical quality management information into the right hands is essential to drive successful, on-time project delivery. Terracon developed iTRAMS specifically to meet this challenge for our clients. A data analysis and management tool, iTRAMS helps clients of large Type II projects quickly organize, sort, filter, and compare large amounts of tests and information.



How it works: Information enters our web-based iTRAMS system as quality assurance/quality control (QA/QC) and owner's verification testing data, observations, and reports. The entire project team (owners, resident engineers, contractors, and QA/QC firms) have easy access and can input their data. iTRAMS quickly walks this data through the editable approval process to reach final acceptance. It then can generate trend charts, test evaluations, deviation, engineering judgment logs, and statistical analysis so you can effectively compare and evaluate QA and QC data. iTRAMS offers you:

- Greater confidence in test results
- Proactive resolution
- Collaborative and flexible platform
- Take action quickly on discrepancies and non-conforming test results

Pivvot

Pivvot brings analytics to your desktop. It accelerates delivery by streamlining projects with location intelligence. You can drop a location, upload a polygon, or draw a route on our simple and intuitive map to immediately access detailed crossing and impact reports for any project area in the U.S. Pivvot provides access to millions of data records that we've curated from hundreds of sources into the most comprehensive, up-to-date repository for energy projects.



Pivvot allows you to visualize your project site(s) against our database to evaluate risk factors, natural barriers, and protected areas. Data is accessible to users of all technical abilities and is delivered in seconds--allowing users to get critical information immediately. It generates detailed preliminary environmental impact and crossing reports to evaluate opportunities and risks within minutes.

With Pivvot, you:

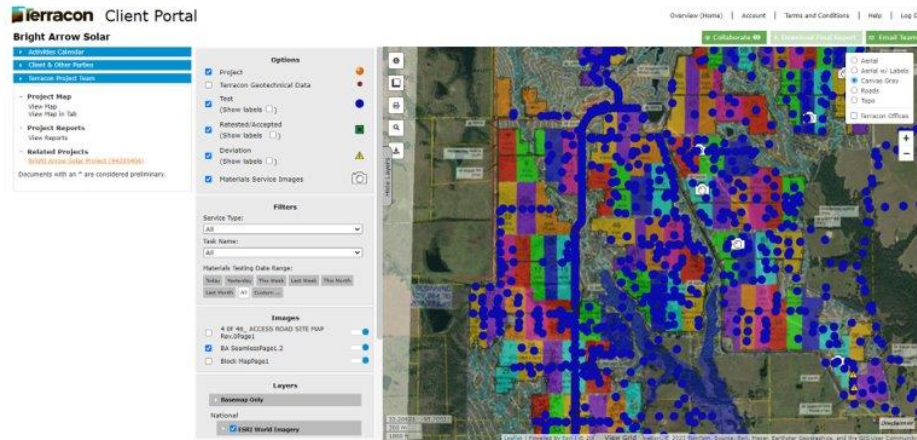
- Accelerate project development by evaluating obstacles and environmental constraints
- Reduce investment risk by identifying property parcels and land ownership to avoid conflicts, accessing social vulnerability and political boundary data to reduce social and political risks, and identifying protected areas to avoid permitting delays.
- Save time and money by improving cost estimation with detailed crossing reports—leading to an even probability that costs may be higher or lower, helping achieve a P50 where you are not overly conservative nor overly aggressive.

H. ADDITIONAL INFORMATION

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Email

Our automated quality system automatically submits reports to your chosen email address as soon as our Project Manager or Approved Project Reviewer (APR) completes their review. We know how important it is for you to have timely report availability notifications and to have reports “in hand” as soon as possible.



Terracon CompassSM

Make rock-solid decisions and maintain your project's forward momentum with real-time access to high-quality data and Terracon's responsive partners. As soon as you give us the green light to move forward as your consultant, your project is launched through an online collaboration platform that lets you easily view project data, documents, and reports, and interact with your team all in one place!



Terracon's CompassSM tool connects your team with your project data and our technical team through a highly customized, visual interface. We are continually enhancing this proprietary platform to deliver seamless facilities, environmental, geotechnical, and material services at any point in your project lifecycle, from site selection through construction and asset management.

You will have real-time digital access to your project information as it becomes available. Our team uses mobile technology to capture and transmit data from the field as it's collected, so you don't have to wait for the final report to make critical decisions to keep your project on schedule.

How does Terracon Compass work?

- Your team receives automated access and secured login credentials.
- Next, the team will be introduced to Compass at our client-engaged kickoff meeting.
- Following that meeting, your team can log in at any time to:
 - Customize notifications
 - Obtain contact information for key Terracon project team members
 - Collaborate with the entire team
 - View project site overlaid with both public subsurface maps and Terracon's proprietary subsurface data
 - Monitor project progress
 - View all Terracon services performed at the site
 - Track milestone deadlines with completion dates updated in real-time
 - Download digital data
 - Receive final, signed deliverables
 - Build a library of past projects and access the data any time long after projects have been completed

H. ADDITIONAL INFORMATION

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TARGETID

TARGETID is our premier materials testing data delivery service. With actual CAD drawings inserted into our GIS system, you can interact with your information like never before.

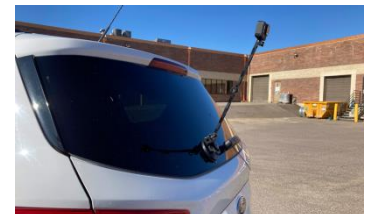
With real-time capabilities, you see the moment the field test or inspection begins, meaning you will always have the most up-to-date information. TARGETID also offers almost unlimited flexibility with items to map, statistical tools to keep on your dashboard, and filtering by elevations in high rises and significant cuts and fills. The flexibility and intuitive capabilities of TARGETID are ideal for “big data projects and will most assuredly make your construction manager’s life much more straightforward.



Pavement Technology Solutions

Pavement management programs have long been the foundation of pavement asset conservation and a good tool for the early detection of safety hazards to minimize end-user risk and owners’ liability. Pavements deteriorate over time, and budget constraints do not always allow for reconstruction. The solution? Proactive, strategic, and timely preventative maintenance expenditures to extend the life of your pavement assets and optimize your budgets.

You need access to critical pavement condition data to manage your pavement assets effectively. This data lets you make cost-effective preventative maintenance decisions and avoid potential end-user slip-and-fall incidents. Terracon offers innovative technology to collect pavement distress information, create site mosaics, and use artificial intelligence (AI) to calculate pavement condition index (PCI) values. Using this automated data collection process, our geotechnical engineers and pavement experts nationwide can quickly detect hazards, estimate project repair costs, develop maintenance and rehabilitation plans, and more accurately predict future conditions.

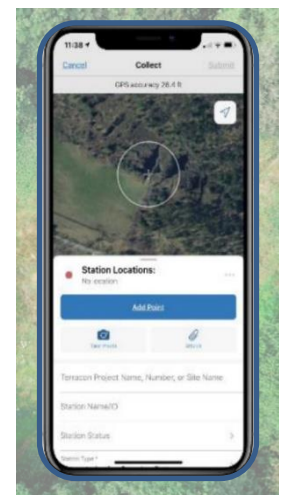


Digital Data Collection and AI Drives Safety and Efficiency

Terracon’s pavement asset quantification and management technology automates distress detection and PCI calculation using time-stamped mosaic imagery and AI learning. Cameras mounted to Terracon field vehicles capture georeferenced imagery to create a real-time snapshot of the pavement. Then, we use AI to identify distress type, severity, and the extent and calculate a PCI without sending pavement experts to a site, saving you time and money.

Terracon Data Solutions

Terracon partners with our clients to identify opportunities to streamline project data workflows and facilitate data interoperability between organizations using best-in-class technology. We implement tools and technologies specific to the needs of our projects while leveraging enterprise-scale data management and GIS capabilities. Our teams develop enterprise solutions for data capture and data management and customized solutions to meet the specific needs of projects and clients. We leverage best-in-class software and technologies, including ArcGIS Enterprise, ArcGIS Online, ArcGIS Field Maps, Survey123, and FME, to support GIS and data interoperability workflows.

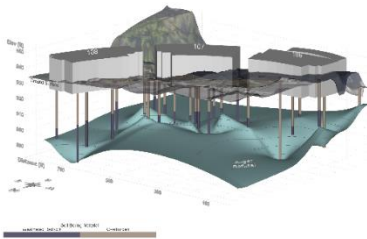


Terracon uses custom web-based app technology for field data collection and data delivery

Geotechnical site investigation and planning are supported by our early-stage planning GIS systems, mobile data collection, and operations status dashboards. Early-stage planning is informed by our proprietary mapping of soil material type and relative density based on publicly available soil mapping (SSURGO) and Terracon’s exploration data. Using GIS systems and available data, our practitioners develop an exploration plan based on anticipated site conditions and project alignment or design.

H. ADDITIONAL INFORMATION

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The Terracon Data Services team is available to help perform advanced data analysis and visualization, including 3D models of project data

We also leverage our Enterprise GIS tools to dispatch field crews to the appropriate location and perform site mark-out and utility clearance. These same tools enable project tracking and management throughout the project lifecycle where project team members can review real-time project status in an operations dashboard. Terracon's exploration data are captured and managed in our enterprise data management systems, helping to facilitate data quality, data review, and project reporting.

Our Data Services team is available to help design custom data workflows, perform advanced data analysis and visualization, and deliver both traditional and web-based reporting products. These include static report maps, dynamic web applications, and volumetric 3D models of your project data. Our teams ensure compliance with all projects, regulatory, or agency standards and data interoperability between software platforms. We are experienced in developing and delivering work products, metadata, and documentation that meet federal and international compliance standards.

TERRACON AWARDS

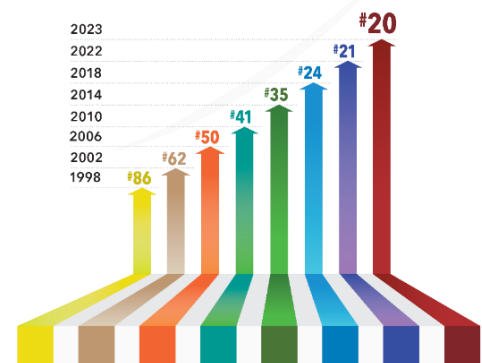
Engineering News-Record (ENR)

Terracon has moved up again in the *Engineering News-Record (ENR)* Top 500 Design Firms list - we're now ranked No. 20, up one spot from last year. These rankings are one measure of how we are performing in terms of advancing our strategic plan and achieving profitable growth. The ranking is based on the previous year's (2022) revenues, demonstrating what we were able to achieve once again by staying focused on our vision and working together to deliver an outstanding client experience.

- ENR Top 500 Design Firms #20
- ENR Top 20 General Building #12
- ENR Top 20 Hazardous Waste #13
- ENR Top 20 Telecommunications #17
- ENR Top 100 Pure Designers #11
- ENR Southeast
 - Top Design Firms #9
 - Top Rankings by Sector - Florida #17

ENR

Top 500 Design Firms • 2023



THINKING GREEN

At Terracon, sustainability is our legacy; it is woven into our approach to positively impacting our environment, our employees, our client's projects, and our business. Our teams are dedicated to pioneering innovation and approaching every project with curiosity. This mindset empowers us to transform how we tackle sustainability challenges at every stage of the project life cycle.



From our innovative adventures in solving climate challenges to reducing and recycling project-generated construction waste, our teams are at the forefront of the sustainability frontier. As an integral part of our sustainability strategy, we conduct assessments of our sustainability and inclusion practices. This entails evaluating various aspects of our operations, such as the procurement of goods and the diversity of services along our supply chain and among our employee-owners. Additionally, we calculate and disclose our Scope 1 and Scope 2 greenhouse gas (GHG) emissions while actively monitoring, reporting, and enhancing our energy conservation efforts. We manage waste generated from our laboratories, offices, and projects – ensuring responsible disposal and recycling to minimize our environmental impact. Every day, we are partnering with our employee-owners and our clients to meet ongoing sustainability challenges and goals.

H. ADDITIONAL INFORMATION

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CONNECTING WITH THE COMMUNITY

At Terracon, community is important. Delivering safe, quality facilities and infrastructure projects for our clients is one way we support strong, vibrant communities – but it's not the only way. Employees across the country are committed to giving back to the communities where they live and work, sharing their time, expertise, and resources with charitable, educational, and industry organizations. Our offices proudly participate in hundreds of local philanthropic and civic events each year – and go the extra mile when disaster strikes one of our communities.

In addition to individual efforts, the Terracon Foundation was established in 2008 to support charitable efforts including disaster relief. The Foundation board of directors approved grants to several universities and disaster relief efforts in its first three years. Since then, the Foundation has expanded our philanthropic outreach as a company with a focus on education and the built and natural environment. It gives employees the opportunity to apply for local community, university, and national partner grants, allowing them to make a more significant investment in causes close to their hearts. The Foundation also began offering employee-dependent scholarships in 2013.

Nearly \$4 million given and we're just getting started!

DECADES OF LOCALIZED EXPERIENCE

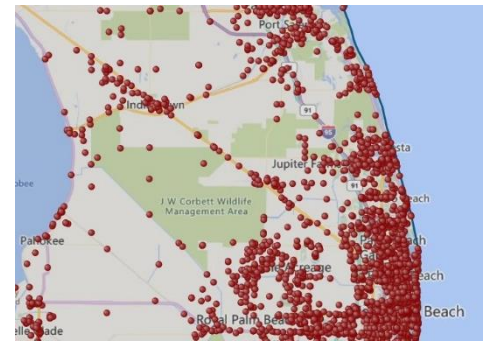
Terracon has over 30 years of experience in all of the local geologic settings of the Town of Jupiter and nearby locales. Our project experience is extensive and varied, including roads, bridges, buildings, parks, large parcels of land for potential development, and utilities.

We are experienced in both public and private sector work and the typical specifications and construction methods for these project types in this geographic area.

Per the requirements of the Town's solicitation (Part IV, 4.1.3), the following is a list of Terracon's local projects that were recently completed or are currently in progress.



Quantum House Chef for a Day Volunteers



Each red dot in the image above represents the location of a Terracon project that has been completed.

Project	Location in Florida	Services	Status
Martin County Operations Facility	Stuart	Geotechnical	In Progress
Supervisor of Elections Facility	West Palm Beach	Construction Materials Testing	In Progress
Town Hall of Royal Palm Beach	Royal Palm Beach	Construction Materials Testing	In Progress
Jensen Beach WTP Filter Media	Jensen Beach	Construction Materials Testing	In Progress
Palm Beach County Sheriff's Office (PBSO) District 1 and Marine Unit	West Palm Beach	Construction Materials Testing	In Progress
C-51 Reservoir	Loxahatchee	Geotechnical	In Progress
Pine Grove Elementary School Modernization	Delray Beach	Geotechnical Construction Materials Testing	In Progress
Ocean Inlet Park Marina	Boynton Beach	Geotechnical Construction Materials Testing	In Progress
PGA Boulevard and Military Trail Intersection Improvements	Palm Beach Gardens	Construction Materials Testing	In Progress

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Project	Location	Services	Status
Riverside Road	North Palm Beach	Geotechnical	In Progress
C-43 Reservoir	Near LaBelle	Geotechnical	In Progress
Garden Isles Water Main Replacement	Palm Beach Gardens	Construction Materials Testing	Completed
Proposed Horizontal Directional Drill (HDD) Water Main Crossing	Palm City	Geotechnical	Completed
Tropic Isle Neighborhood Improvements	Delray Beach	Geotechnical	Completed
Main Detention Center Mechanical Rooms Replacement	West Palm Beach	Geotechnical	Completed
Indian Trails Improvement District 67 th Court North	Loxahatchee	Construction Materials Testing	Completed
Dr. Joaquin Garcia High School	Lake Worth Beach	Construction Materials Testing	Completed
SUA PGA Wastewater Treatment Plant Centrifuge No. 2 Addition	Palm Beach Gardens	Construction Materials Testing	Completed

COMMITTED TO THE TOWN OF JUPITER

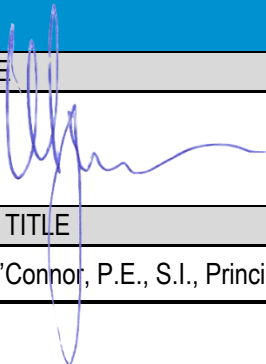
Terracon's depth of staff and resources allows us to offer "turn-key" services, from property acquisition through project construction, throughout Florida. We can save the Town of Jupiter time and money through tailored services that meet your objectives:

It's a commitment we've put into practice since our inception more than 58 years ago. Please let us continue this commitment with the Town of Jupiter by selecting the Terracon Team to provide high-quality geotechnical engineering and construction material testing services on a continuing contract basis.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

02/27/2024

33. NAME AND TITLE

Michael J. O'Connor, P.E., S.I., Principal, Core Team Leader, QA/QC

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

W2413

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME Terracon Consultants, Inc.			3. YEAR ESTABLISHED 2013	4. UNIQUE ENTITY IDENTIFIER MG15GZJ9BES5
2b. STREET 1225 Omar Road			5. OWNERSHIP	
2c. CITY West Palm Beach			a. TYPE Corporation	
2d. STATE FL		2e. ZIP CODE 33405	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Michael O'Connor, P.E. Principal/Office Manager			7. NAME OF FIRM (If Block 2a is a Branch Office) Terracon Consultants, Inc.	
6b. TELEPHONE NUMBER (561) 689-4299		6c. E-MAIL ADDRESS Mike.OConnor@terracon.com		
			(Est. 1965, DUNS No. 613569961)	

8a. FORMER FIRM NAME(S) (If any) Dunkelberger Engineering & Testing, Inc.	8b. YEAR ESTABLISHED 1994	8c. UNIQUE ENTITY IDENTIFIER 931493233
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9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
05	Archaeologist	42		A06	Airports	9
06	Architect	31		A10	Asbestos Abatement	9
07	Biologist	91		B02	Bridges	9
08	CADD Technician	29		D01/D02	Dams/Dikes/Levees	9
12/27/55	Civil/Geotechnical/Foundation/Soils Engineer	596	3	D04	Design Build RFPs	9
				E07	Renewable Energy/Conservation	9
15	Construction Inspector	165	2	E09/E13	EIS/NEPA/Env Testing & Analysis	10
23	Environmental Engineer	240		E12/H03	Environmental Remediation/HTRW	9
24	Environmental Scientist/NEPA	461	1	H07	Highways/Streets/Parking	10
29	GIS Specialist	44		H09	Medical Facilities	9
30	Geologist	283		H10	Hospitality	8
36	Industrial Hygienist	31		H11	Multi-Family Housing	9
39	Landscape Architect	7		I01/W01	Industrial Manufacturing/Warehouse	8
40	Construction Materials/Pavement Engineer	472	2	P12	Power Gen. Transmission Distribution	9
51	Safety/Occupational Health Engr.	11		R03	Railroad/Rapid Transit	8
58	Technician/Analyst (Testing Lab)	1952	7	R12	Roofing	4
	Driller	290		S03	Seismic Designs and Studies	4
	Engineering Manager	132	1	S05	Soils/Geologic Studies/Foundations	10
	Bldg Enclosure Cx/ Inspector	101		P12	Power Gen. Transmission Distribution	9
	Geophysicist	34		S07/S13	Solid Waste Facilities/Stormwater	8
	Historic Preservationist	9		S11	Sustainable Design	7
				T02	Testing and Inspection Services	10
				W02	Water/Hydrology/Groundwater	6
				W03	Water Supply/Treatment/Distribution	7
	Other Employees	867	2			
Total		5,888	18			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	9	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE <i>Jeffrey A. Davis</i>	b. DATE 2/27/2024
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c. NAME AND TITLE
Jeff Davis, FSAME National Director, Federal Services

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

W2413

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME Terracon Consultants, Inc.			3. YEAR ESTABLISHED 2013	4. UNIQUE ENTITY IDENTIFIER MG15GZJ9BES5
2b. STREET 645 NW Enterprise Drive			5. OWNERSHIP	
2c. CITY Port St. Lucie			a. TYPE Corporation	
2d. STATE FL		2e. ZIP CODE 34986	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE David Youngstrom, Office Manager			7. NAME OF FIRM (If Block 2a is a Branch Office) Terracon Consultants, Inc.	
6b. TELEPHONE NUMBER (772) 343-9787		6c. E-MAIL ADDRESS Dave.Youngstrom@terracon.com		
			(Est. 1965, DUNS No. 613569961)	

8a. FORMER FIRM NAME(S) (If any) Dunkelberger Engineering & Testing, Inc.	8b. YEAR ESTABLISHED 1994	8c. UNIQUE ENTITY IDENTIFIER 931835417
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9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
05	Archaeologist	42		A06	Airports	9
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07	Biologist	91		B02	Bridges	9
08	CADD Technician	29		D01/D02	Dams/Dikes/Levees	9
12/27/55	Civil/Geotechnical/Foundation/Soils Engineer	596		D04	Design Build RFPs	9
				E07	Renewable Energy/Conservation	9
15	Construction Inspector	165		E09/E13	EIS/NEPA/Env Testing & Analysis	10
23	Environmental Engineer	240		E12/H03	Environmental Remediation/HTRW	9
24	Environmental Scientist/NEPA	461	1	H07	Highways/Streets/Parking	10
29	GIS Specialist	44		H09	Medical Facilities	9
30	Geologist	283	1	H10	Hospitality	8
36	Industrial Hygienist	31		H11	Multi-Family Housing	9
39	Landscape Architect	7		I01/W01	Industrial Manufacturing/Warehouse	8
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	Driller	290		S03	Seismic Designs and Studies	4
	Engineering Manager	132	1	S05	Soils/Geologic Studies/Foundations	10
	Bldg Enclosure Cx/ Inspector	101		P12	Power Gen. Transmission Distribution	9
	Geophysicist	34		S07/S13	Solid Waste Facilities/Stormwater	8
	Historic Preservationist	9		S11	Sustainable Design	7
				T02	Testing and Inspection Services	10
				W02	Water/Hydrology/Groundwater	6
				W03	Water Supply/Treatment/Distribution	7
	Other Employees	867	1			
Total		5,888	14			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	9	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE <i>Jeffrey A. Davis</i>	b. DATE 2/27/2024
---	-----------------------------

c. NAME AND TITLE
Jeff Davis, FSAME National Director, Federal Services

Contractor E-Verify Affidavit

I hereby certify that Terracon Consultants, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Terracon Consultants, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Danette Smith

Print Name: Danette Smith

Date: 03/26/2024

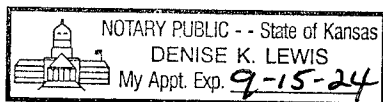
STATE OF KANSAS

COUNTY OF Johnson

The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this 3/26/24 (date) by Danette Smith (name of officer or agent, title of officer or agent) of Terracon (name of contractor company acknowledging), a Kansas (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced KS DL (type of identification) as identification.

[Notary Seal]

Notary Public



Denise K. Lewis

Name typed, printed or stamped

Denise K. Lewis

My Commission Expires: 9/15/24

 An official website of the United States government
[Here's how you know](#)



Menu 

My Company Account

My Company Profile

Company Information

Company Name

Terracon Consultants, Inc.

Doing Business As (DBA) Name

Company ID

39082

Enrollment Date

Jan 22, 2007

Employer Identification Number (EIN)

421249917

Unique Entity Identifier (UEI)

MG15GZJ9BES5

DUNS Number

613569961

Total Number of Employees

5,000 to 9,999

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

Physical Address10841 S. Ridgeview Rd.
Olathe, KS 66061**Mailing Address**

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

6

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



1225 Omar Road
West Palm Beach, FL 33405
P (561) 689 4299

Terracon.com/Office

CONTACT:

Michael J. O'Connor, P.E., S.I.
Principal, Core Team Leader
M (561) 722 4239
Mike.Oconnor@terracon.com



Nationwide
Terracon.com

- Environmental
- Facilities
- Geotechnical
- Materials



Geotechnical Engineering and Construction Materials Testing Consulting Contracts

W2413

PRESENTED to:

Town of Jupiter

PRESENTED by:

Tierra South Florida, Inc. d/b/a TSFGEO



February 27, 2024



Main Office
2765 Vista Parkway, Suite H-10
West Palm Beach, Florida 33411
Phone: (561)-687-8536

Miami-Dade County Office
16250 NW 59th Avenue, Suite 207
Miami Lakes, Florida 33014
Phone: (305)-557-0708

Hillsborough County Office
6011 Benjamin Road, Suite 106
Tampa, Florida 33634
Phone: (813)-993-0093

PROPOSAL IN RESPONSE TO:

**GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING
CONSULTING CONTRACTS**

W2413

PRESENTED TO:

THE TOWN OF JUPITER



PRESENTED BY:



Tierra South Florida, Inc. dba TSFGeo
2765 Vista Parkway, Suite 10
West Palm Beach, Florida 33411
Phone: (561) 687-8536
Fax: (561) 687-8570
Email: Raj@TSFGeo.com

February 27, 2024

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February 27, 2024

Town Clerk, Town of Jupiter, 210 Military Trail, Jupiter, FL 33458

Tierra South Florida, Inc. dba TSFGEO is pleased to submit this proposal in response to the Town of Jupiter's (Town) RFP # W2413 for Geotechnical Engineering and Construction Materials Testing Consulting Contract. ***TSFGEO currently holds this continuing contract with the Town of Jupiter, originally awarded in 2012 and again in 2018.*** We are confident we can continue to meet and exceed your expectations. We are committed to continue providing the Town and its staff with the highest professional support available. TSFGEO's Project Manager, Mr. Raj Krishnasamy, P.E., resides in the Town of Jupiter and lives within 5-10 minutes of the Town's offices. ***We look forward to the opportunity to continue our commitment to the Town, this contract, and to exceeding your expectations.***

TSFGEO has read through the scope of services and understands the Town is looking for professional engineering and technical services related to Geotechnical Engineering and Construction Materials Testing on a non-exclusive, continuing basis for various design and construction projects for the Town of Jupiter Utilities and Engineering, Parks & Public Works Departments. TSFGEO's capabilities are well suited to the scope of work associated with this contract, which includes but is not limited to soil density testing soil borings, concrete testing, asphalt testing, vibration monitoring, professional geotechnical engineering reports, and other geotechnical engineering and construction services as needed. TSFGEO meets and exceeds the licensing and certification requirements necessary to complete the scope of services. Our staff of 49 includes principal engineers with more than 37 years of experience in geotechnical engineering, construction, laboratory, and field materials testing and inspection services. We feature master's degree level or higher educational background amongst the majority of our Registered Professional Engineers and maintain licenses in the State of Florida. Our in-house testing laboratory is certified by Construction Material Engineering Council, Inc. (CMEC), as well as validated by the Florida Department of Transportation (FDOT) and the United States Army Corp. of Engineers (USACE). Our firm currently holds technical certifications to perform geotechnical engineering and construction materials testing services with the FDOT, Palm Beach County, and other government agencies. Our field personnel are ACI, CTQP, PCI, and Nuclear Density Gauge (Troxler) certified, and can provide numerous specialty testing including roof pull tests, fire-proofing tests, welding, and structural inspections.

Our team has the qualified, available, and proven individuals to ensure the Town's projects are completed to the highest standards. We are familiar with the demands of the Town and are prepared to continue to meet and exceed your expectations. Along with our expertise, our team brings local knowledge and resources. ***Within Palm Beach County, TSFGEO has successfully completed over 1,300 projects in the last five years and over 85 projects within the Town of Jupiter.*** Key projects located within the Town of Jupiter include: The Els Center of Excellence, Waterway Park, SR-5/US-1 Low Level Bridge Replacement, Town of Jupiter Utility On-Call, Jupiter Water Treatment Plant, and Jupiter Country Club. We are extremely familiar with the Town of Jupiter area and possess a high degree of information about local conditions. We have a local office within 20 minutes of the Town and can quickly mobilize resources. TSFGEO owns and operates 11 drill rigs (equipped with automatic hammers) mounted on either truck's, ATV's, and/or barges to meet the Town's drilling needs.

Our staff has the commitment and availability to successfully fulfill this contract and is also willing and able to work nights, holidays, and week-ends as necessary. ***We are available 24 hours a day, 7 days a week, and 365 days a year.***

TSFGEO is more than a geotechnical engineering and material testing firm, we are a consultant. We believe in getting the job done right the first time. It is our philosophy to earn credibility with our clients on each project we work. We strive to develop long-term relationships with our clients. TSFGEO believes in a team approach with our clients. We believe our clients concerns are our concerns, and every effort will be made to foster this relationship. Finally, our goal is to be an extension of your staff. I, Mr. Raj Krishnasamy, P.E., will serve as the Project Manager on this contract. I will be your single point of contact for all services. This project approach ensures that the Town representatives know whom to contact for their needs, and it will also ensure that those needs are met in a timely manner. This proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP. We look forward to the opportunity to continue working with the Town on this contract.

Sincerely, **Tierra South Florida, Inc. dba TSFGEO**

Raj Krishnasamy, P.E., President, Principal Engineer

Tab A. Qualifications of Firm and Core Team

TSFGeo is a full-service consulting geotechnical engineering, construction materials testing and inspections firm with capabilities to provide test borings, engineering analyses and reports, AutoCAD and Microstation plan sheets, laboratory soils testing, and construction engineering inspections. TSFGeo was incorporated in the State of Florida in 2003. Our professional team is committed to providing quality, responsive service, establishing a reputation for sound approaches and professional competence in a wide range of technically demanding areas. Our services also include threshold/special inspection and roofing inspection services. TSFGeo is a certified **Disadvantaged Business Enterprise (DBE)** with the Florida Department of Transportation. Our main office is in West Palm Beach with branch offices in Miami Lakes, Orlando and Tampa, Florida. ***TSFGeo's West Palm Beach Office will service this contract.***

Geotechnical Engineering: TSFGeo can provide a complete range of geotechnical engineering services. Our organization helps define the construction and long-term performance risks associated with subsurface conditions. TSFGeo will evaluate and then develop recommendations regarding both existing structures and new construction. Whether buildings, airport facilities, transportation systems, landfills, dams, or other civil and private projects, our engineers have the experience and expertise to handle the most technically demanding projects. TSFGeo owns a large, diverse fleet of 11 drill rigs with automatic hammers (truck-mounted, track-mounted, rotary, tripod, ATV, barge) capable of drilling in challenging conditions including remote, soft, marshy, over-water, difficult access, or environmentally sensitive areas. We also employ MOT (Maintenance of Traffic) certified staff to safely perform drilling services in high traffic areas. ***TSFGeo's geotechnical services include the following:*** Laboratory testing and analysis; Pavement evaluations and design; Subsurface exploration; Deep and shallow foundation analysis and design; Site preparation recommendations; Slope stability analysis; Soil reinforcement; Corridor studies; Expert witness testimony; Sinkhole studies; Value engineering; and Unknown Foundation studies.

Construction Materials Testing: TSFGeo offers materials engineering, testing and inspection services applicable to the governmental, construction and manufacturing industries. During construction, monitoring and quality control services will cover every phase of construction and all materials used. TSFGeo owns and operates three fully equipped in-house soils, concrete, aggregate, and asphalt testing laboratories certified by Construction Materials Engineering Council (CMEC). TSFGeo labs follow American Society for Testing and Materials (ASTM) and American Association of State Highway and Transportation Officials (AASHTO) standards and are also validated by Florida Department of Transportation (FDOT) and the United States Army Corp of Engineers (USACE). Our field and laboratory technicians hold industry-recognized certifications (ACI/CTQP/PCI/FPCA) for aggregates, asphalt, concrete, and earthwork testing as well as drilled shaft, Augercast pile, and pile driving installation monitoring. ***TSFGeo's construction materials testing, and inspection services include the following:*** Soils/aggregates/concrete/masonry/asphalt; Earthwork testing and observations; Concrete testing and placement observation; Masonry, grout, mortar sampling/ testing; Asphalt paving monitoring; Asphalt plant observations and monitoring; MSE wall installation monitoring; Pre-stressed yard observations; Drilled shaft installation monitoring; and Pile driving installation monitoring.

Building Inspection: TSFGeo also provides building inspection services to public and private clients; our services include Threshold/special inspections; Non-destructive testing; Roof installation observations; Torque testing and inspections; Welding inspections; Fire proofing testing; Floor flatness testing; Infiltration (Blow door) and Duct Leakage.

Continuing Contract Experience. TSFGeo has a history of maintaining strong working relationships with our clients and successfully retaining contracts through numerous extensions. We are extremely familiar with the demands of continuing contracts and working with various public agencies. Our continuing contract experience and successful retentions of those contracts prove TSFGeo's ability to respond quickly to work orders and provide quality service. TSFGeo's prominent continuing contract experience as a prime consultant includes but is not limited to Town of Jupiter, FDOT District 4 Districtwide Geotechnical & Pavement Services Contract, United States Army Corp of Engineers, South Florida Water Management District, City of West Palm Beach, and the City of Palm Beach Gardens.

Core Team. **RAJ KRISHNASAMY, P.E.** ***Mr. Raj Krishnasamy, P.E., will serve as the Contract Manager / Principal-In-Charge and QA/QC Officer.*** He will be the single point of contact for the Town. He is a Florida-registered Professional Engineer with 37 years of professional experience and a Master of Science in Geotechnical Engineering. As President and Principal Engineer of TSFGeo, Mr. Krishnasamy oversees all geotechnical engineering, construction materials testing, and inspection services operations. He is an experienced Project Manager and Geotechnical Engineer focused on providing the client with a consistently accurate, cost-effective quality product that is delivered on time and within

budget. Mr. Krishnasamy has successfully managed a variety of projects, varying in size and complexity. He specializes in public work and government contracts. His experience is highlighted by over 5,000 public and private projects, design-build projects totaling \$2 billion in construction costs, and numerous prominent Palm Beach County projects. Mr. Krishnasamy has extensive experience as Project Manager for continuing contracts providing geotechnical engineering, laboratory services, and construction material testing. He serves as Project Manager for continuing contracts with over 20 Florida public agencies, **including the Town of Jupiter**, with a history of repeatedly retaining those contracts through successful, cost-effective, and prompt execution of each task order. **Mr. Krishnasamy proudly supports and provided pro bono engineering services for the Els Center for Autism, in Jupiter, Florida**, a 26-acre research and educational facility that gives children around the world on the autism spectrum access to best practices in education and therapy.

Mr. Krishnasamy's responsibilities during individual projects includes both technical and managerial leadership. His hands-on participation in project management tasks include review of project details, coordination with designers from various disciplines to identify their requirements, development of detail project scopes for geotechnical investigation, preparation of staff-hour and fee estimates, project negotiation, attendance at kick-off and progress meetings, QA/QC, and preparation and submittal of invoices along with progress reports and documents. Mr. Krishnasamy is readily available by phone or email and able to respond to on-site requests at short notice. He will be the sole contact for estimates, emergencies, technical questions, and service requests. His experience has proven that this methodology ensures expedient problem resolution as well as the client's complete satisfaction. Bringing his experience to this contract, he will act as a seamless liaison between the Town and the TSFGEO team. His ongoing experience as Project Manager for continuing contracts for other public agencies provides him with the ability to understand and meet the demands of this contract. As demonstrated by his annual contract experience working as Project Manager, he is extensively familiar with general contracting methods. As the sole contact for the Town, he will ensure expedient problem resolution as well as the Town's complete satisfaction.

Proposed Core Personnel And Functions. Mr. Krishnasamy will receive initial service requests and task assignments from Town representatives and will assign the appropriate project team personnel. Assignments will be made based upon the scope and complexity of the work to be performed. TSFGEO project team personnel consist of senior-level staff members whose strength lies in their ability to provide a genuine insight and hands-on experience into the inner workings and site-specific concerns of the projects on which we work. All project team personnel will report directly to Mr. Krishnasamy and are located in our West Palm Beach office.

Name	Title / Role	P.E.	Type of Degree	Years of Experience	Years with Firm	Availability %
Raj Krishnasamy, P.E.	President, Project Manager, Principal in Charge / QA/QC	53567	M.S.	37	22	45%
Ramakumar Vedula, P.E.	Principal Geotechnical Engineer	54873	M.S.	28	17	60%
Morgan Dickinson, P.E., SI	Principal Materials Engineer, Special Inspector	37557	M.S.	46	2	55%
Harmon Bennett, P.E.	Principal Engineer	53130	B.S.	32	4	60%
N. Manoharan, Ph. D.	Senior Specialist	N/A	Ph.D.	27	18	35%
Amy Guisinger, PE	Principal Engineer	63989	B.S.	23	3	40%
Sean Tromans, EI	Project Engineer	N/A	MS	5	2.5	60%
Jose Oliva	CADD/MicroStation Manager, Geotechnical Field Supervisor	N/A	B.S.	25	21	55%
Wilson Gonzalez	Director of Operations Construction Materials Testing & Inspections	N/A	BS	20	15	65%
Stephen Hey	Materials Testing Project Coordinator / Estimator	N/A	B.S.	8	8	65%

Subconsultants: TSFGEO will not be utilizing any subconsultants. TSFGEO will perform all duties in-house.

Exhibit B – Organizational Chart

President, Principal Engineer, & QA/QC Officer

Raj Krishnasamy, P.E.

Geotechnical Engineering Services

Kumar Vedula, P.E., Principal Engineer
N. Manoharan, Ph.D., Senior Specialist
Amy Guisinger, P.E., Principal Engineer
Sean Tromans, E.I., Staff Engineer
Esvard Janvier, Project Engineer
Jose Oliva, Field Supervisor and
CADD/MicroStation Manager

CTQP

Pile Driving Inspections

Stephen Hey

Geotechnical Field Staff

3 Drill Crews with Senior Drillers (20+
Years of Experience) and Assistant Drillers
Danny Reeves, Utility Coordinator

Construction Materials, Construction Engineering Inspection, and Laboratory Testing Services

Morgan Dickinson, P.E., S.I., Principal Material Engineer
Harmon Bennett, P.E., Principal Engineer, CEI Services
Wilson Gonzalez, Director of Operations, Construction Services
Stephen Hey, Field Supervisor/Estimating
Ulices Mora, Laboratory Manager, WPB
Robert Tolan, Laboratory Manager, Miami
Tyler Gorman, Laboratory Manager, Tampa
Omar Castro, Laboratory Assistant

20 ACI/CTQP Certified Laboratory and Field

Inspectors/Technicians

ACI Concrete Field-Testing Technician Grade I: 14 Technicians
CTQP Concrete Field-Testing Technician Level 1: 6 Technicians
CTQP Asphalt Paving Level 1: 2 Technicians
CTQP Asphalt Plant Level 1: 5 Technicians / Level 2: 1 Technician
CTQP Earthwork Construction Level 1: 13 Technicians
Nuclear Density Gauge: 14 Technicians
CTQP Pile Driving: 1 Inspector
CTQP Drilled Shaft: 2 Inspectors
CTQP Final Estimates Level 1: 1 Technician / Level 2: 1
Technician
CTQP QC Manager: 4 Managers

Administrative and Clerical Support

7 Employees including Accounting, Data
Entry, Office Management, Marketing, etc.

Building & Threshold/Special Inspections

Morgan Dickinson, P.E., S.I.
Enrique Xavier Burbano, B.N.
Pedro Rosa, B.N.
OJ Viamonte
Amado Pedroso

B. Experience of The Firm

Each year TSFGeo completes approximately 350+ projects throughout Florida. These projects range from large, multiple-year duration projects to small, short-term projects. Approximately 70% of these projects are for public agencies. Our collective project experience is broad-based covering: buildings, highways, bridges, utilities, communication towers, dams and levees, airport construction, pavement design of municipal airports, sinkhole remediation, ground improvement projects, water supply projects, landfills, slope stabilities analyses, and distressed structure/foundation studies.

Continuing Contract Experience: TSFGeo has a history of maintaining strong working relationships with our clients and successfully retaining contracts through numerous extensions. We are extremely familiar with the demands of continuing contracts and working with various public agencies. Our continuing contract experience and successful retentions of those contracts proves TSFGeo's ability to respond quickly to work orders and provide quality service.

TSFGeo's continuing contract experience includes but is not limited to:

CONTINUING CONTRACT EXPERIENCE			
Owner/Client	Contract Dates / Length of Contract	Project Description	Number of projects Completed On Time and Within / Below Budget
Town of Jupiter	on-going since April 2012 (Current Contract 2018-2024)	Professional Geotechnical Engineering And Material Testing Services	30
City of Boca Raton	October 2013 - October 2023	Geotechnical Engineering & Lab Testing Services	50
Village of Wellington	Contract on-going since November 2017 (Current contract Feb 2022 - 2027)	Professional Consulting Services - Geotechnical Engineering Services	15
Palm Beach County School District	Contract on-going since November 2010 (Current contract 2021 - 2026)	Geotechnical Engineering, Material Testing And Inspection Services Continuing Contract	50
FDOT District 4	March 2021 - March 2025	Districtwide Geotechnical & Pavement Coring Services	50
City of Sunrise	on-going since April 2015 (Current Contract Oct. 2021 - 2025)	Geotechnical and Engineering Testing Services Continuing Contract	40
South Florida Water Management District	on-going since November 2012 - (Current contract Nov. 2023 - Nov. 2028)	Geotechnical Engineering Services	12
City of Miramar	on-going since July 2009 (Current contract 2022 - 2025)	Construction Testing & Inspection Services	25
United States Army Corp of Engineers	2021 - 2026	Indefinite delivery contract for geotechnical core drilling and Laboratory testing within the Florida boundaries of the Jacksonville District, Puerto Rico, US Virgin islands, and the Caribbean area	12

TOWN OF JUPITER PROFESSIONAL GEOTECHNICAL ENGINEERING AND MATERIAL TESTING SERVICES

GEO

Evernia Street Alley Improvements, Jupiter, Florida. TSFGeo performed a Geotechnical Engineering Study for the referenced project. Geotechnical field study included BHP testing conducted in accordance with SFWMD standards. Provided a geotechnical engineering report including results of the field permeability testing results. ✓ *Completed on time in 2019* ✓ *Within budget*

CMTS

The Bluff's Water Service-Valve Replacement Program, Jupiter, Florida. TSFGeo provided Construction Material Testing Services for the replacement of 2-inch CTS valves and connections, backfill, and repairs of concrete driveways. Services included laboratory testing, soils and concrete sampling/testing and reporting. Sampling and Lab Testing included modified proctor values on structural fill and backfill material; tested concrete cylinders for compressive strength. Technicians performed in-place density testing on structural fill, backfill material and subgrade; molded compressive strength test cylinders; and conducted slump, air content, and temperature testing on concrete. A TSFGeo Senior Engineer provided review of daily reports, handled project coordination, and attended meetings as necessary. ✓ *Completed on time in 2019* ✓ *Within budget*

CMTS

Chlorine Piping Replacements, Jupiter, Florida. TSFGeo provided Construction Material Testing Services for the backfill and road base repair within the Jupiter Water Plant. TSFGeo's services included laboratory testing, in-place density testing and reporting. Sampling and Laboratory Testing included modified proctor values on structural fill and backfill material. Technicians provided in-place density testing for structural fill, backfill, subgrade and base. A TSFGeo Senior Engineer was available to review daily reports, handle project coordination, and attend meetings as necessary. ✓ *Completed on time in 2020* ✓ *Within budget*

CMTS

On-Call Town Utility, Jupiter, Florida. TSFGeo is currently providing Construction Material Testing Services on an on-call basis for Utility Repairs within Jupiter, Florida. TSF's services include laboratory testing and reporting. Sampling and Laboratory Testing include modified proctor values on structural fill and backfill material and LBR values on base material. TSFGeo technicians are providing in-place density testing for structural fill, backfill, subgrade and base. A TSFGeo Senior Engineer is available to review daily reports, handled project coordination, and attend meetings as necessary. *The project is currently on-going*

CMTS

Water Treatment Plant (WTP) Raw Watermain Improvements Wells 8A 12A, Town of Jupiter, Florida. TSFGeo provided Construction Materials Testing Services for the project which included backfill of raw water main lines and concrete testing at thrust collars/blocks within the Jupiter Water Plant. TSFGeo's scope of services included soils, concrete, and laboratory testing. Sampling and Laboratory Testing included Modified Proctor values on backfill material, and LBR testing on subgrade material. TSFGeo's technicians provided field density testing on utility backfill, subgrade, and base and concrete testing and sampling including slump and temperature testing. A TSFGeo Senior Engineer reviewed daily reports, provided project coordination, and attended meetings as necessary. ✓ *Completed on time in 2021* ✓ *Within budget*

CMTS

W1817-A Wellhead and Electrical Improvements for SA Wells 8A-12A, Jupiter, Florida. TSFGeo provided Construction Materials Testing Services for the installation of five new wells within the well fields. At each new well location, the project included preparing a soil pad area at different elevations and grading the pad from that elevation to the bottom elevation at a 5H:1V slope. The project also included relatively small 12-inch thick reinforced concrete pads around the new wellheads and around the electrical panel areas. Additionally, the project required reinforced concrete pipe supports at each new well. TSFGeo's Scope of Services included Soils, Concrete, and Laboratory testing. TSFGeo's technicians collected representative samples of existing or imported soils at the project site which were transported to our laboratory for sieve analysis for soil classification, Modified Proctor, Wash No. 200 sieve for percent of soil particles passing the No. 200 sieve and organic content. Provided field density and concrete testing and sampling including slump and temperature testing. A TSFGeo Senior Engineer reviewed daily reports, provided project coordination, and attended meetings as necessary. ✓ *Completed on time in 2021* ✓ *Within budget*

CITY OF BOCA RATON GEOTECHNICAL ENGINEERING & LAB TESTING SERVICES

GEO

Wildflower Park and Silver Palm Park, Boca Raton, Florida. TSFGEO performed Geotechnical Engineering Services during the design and construction phases for the project which consisted of restroom pavilions, restrooms, shade structures, stairs, sculpture foundation and sign/seat walls. The purpose of this study was to explore the subsurface conditions at the site which is currently accessible to enable and evaluation of acceptable foundation and pavement systems for the construction. TSFGEO's geotechnical field study included SPT Borings and BHP testing. Provided a geotechnical engineering report including geotechnical engineering recommendations regarding foundation soil preparation requirements, foundation types, depths, allowable bearing capacities, and an estimate of potential settlement and comments regarding factors that may have impacted construction performance were provided. ✓ *Completed on time in 2019* ✓ *Within Budget*

CMTS

Hydropneumatic Tank Replacement, Boca Raton, Florida. TSFGEO provided Construction Material Testing Services for the Hydropneumatic Tank Replacement project. TSFGEO services included laboratory testing, soils and concrete sampling/testing and reporting. Sampling and Laboratory Testing Services included modified proctor values on structural fill and backfill material; testing concrete cylinders for compressive strength. TSFGEO technicians performed in-place density testing on structural fill, backfill material and subgrade; molded compressive strength test cylinders; and conducted slump, air content, and temperature testing on concrete. A TSFGEO Senior Engineer was available to review daily reports, handled project coordination, and attended meetings as necessary. ✓ *Completed on time in 2021* ✓ *Within Budget*

CMTS

Boca Villas Infrastructure Upgrades, Boca Raton, Florida. TSFGEO provided Construction Material Testing Services for the project which consisted of new reclaimed Watermain improvements, drainage, sidewalks and RRR improvements. TSFGEO's scope of services included soils, concrete, and laboratory services. Sampling and Laboratory testing included in-place-density tests, modified and standard proctor tests and sample pick-up along with LBR tests, gradation analysis and organic content. TSFGEO technicians performed concrete sampling and testing, including slump, air content and compressive strength testing of concrete cylinders. A TSFGEO Senior Engineer provided review of daily reports, handled project coordination, and attended meetings as necessary. ✓ *Completed on time in 2023* ✓ *Within Budget*

GEO

Countess de Hoernle Park New Maintenance Building, Boca Raton, Florida. TSFGEO provided Geotechnical Engineering Services for the new maintenance building. The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the construction. TSFGEO's field services included SPT borings. Provided a geotechnical engineering report including evaluations and recommendations regarding site preparation, Foundation types, depths, allowable bearing capacities, and an estimate of potential settlement; floor slabs; and Comments regarding factors that may impact construction. ✓ *Completed on time in 2021* ✓ *Within Budget*

GEO

Vehicle Maintenance Garage Fuel Canopy, Boca Raton, Florida. TSFGEO performed a Geotechnical Engineering Study for the construction of the Vehicle Maintenance Garage Fuel Canopy. The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the construction. Field services included SPT borings. Provided a geotechnical engineering report which included evaluations and recommendations regarding site preparation, foundations, and floor slabs along with construction considerations regarding excavations. ✓ *Completed on time in 2022* ✓ *Within Budget*

CMTS

City of Boca Raton Water Treatment Plant (WTP), Wastewater Recovery Improvements, Boca Raton, Florida. TSFGEO provided Construction Material Testing Services for the project which consisted of improvements to filter buildings, recovery basin and a return pump station. TSFGEO's technicians performed laboratory testing, concrete, and field density testing. Sampling and Laboratory testing included modified proctor tests, in-place density testing and concrete testing with sample pick-up. A TSFGEO Senior Engineer provided review of daily reports, handled project coordination, and attended meetings as necessary. ✓ *Completed on time in 2021* ✓ *Within Budget*

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: <u>Tierra South Florida, Inc.</u>	
Reference Name: <u>Town of Jupiter</u>	
Person to Contact: <u>Ms. Amanda Barnes, PE</u>	
Job Title: <u>Utilities Director</u>	
Email: <u>amandab@jupiter.fl.us</u>	Telephone: <u>561-741-2537</u>

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: <u>Tierra South Florida, Inc.</u>	
Reference Name: <u>City of Boca Raton</u>	
Person to Contact: <u>Ms. Talia Garcia, P.E., ENV SP, LEED ® A.P.</u>	
Job Title: <u>Utilities Engineering Manager</u>	
Email: <u>tgarcia@myboca.us</u>	Telephone: <u>561-338-7307</u>

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: <u>Tierra South Florida, Inc.</u>	
Reference Name: <u>School District of Palm Beach County</u>	
Person to Contact: <u>Mr. David G. Dolan, MBA</u>	
Job Title: <u>Chief of Facilities Management</u>	
Email: <u>david.dolan@palmbeachschools.org</u>	Telephone: <u>(561) 882-1923</u>

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: <u>Tierra South Florida, Inc.</u>	
Reference Name: <u>Solid Waste Authority of Palm Beach County</u>	
Person to Contact: <u>Mr. Ramana Kari, PE, BCEE</u>	
Job Title: <u>Chief Engineer</u>	
Email: <u>rkari@swa.org</u>	Telephone: <u>561-640-4000 ext 4627</u>

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: <u>Tierra South Florida, Inc.</u>	
Reference Name: <u>City of Sunrise</u>	
Person to Contact: <u>Mr. Alan Gavazzi, AIA</u>	
Job Title: <u>Capital Projects Director Utilities/Public Works/Capital Projects</u>	
Email: <u>agavazzi@sunrise@sunrisefl.gov</u>	Telephone: <u>(954) 572-2487</u>

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Tab C. Approach to Contract Administration

TSFGeo has structured its procedures, project approach, and capabilities to provide quality service, customer satisfaction, prompt services and maximum flexibility to meet and exceed our client's expectations. We ensure this by providing you with the following:

- ✓ Experienced Project Manager
- ✓ Single point of contact system
- ✓ Proven project approach
- ✓ Fast-track/expedited project scheduling and local technicians
- ✓ Smartphone reporting system for immediate results
- ✓ Cost effective solutions
- ✓ Multiple South Florida offices
- ✓ Commitment to availability
- ✓ Demanding internal Standard Operating Procedures and QA/QC Procedures
- ✓ Extensive drilling capabilities, including in-house rigs and barge
- ✓ 2 - In-house laboratories for prompt turnaround
- ✓ Excellent working relationships with regulatory agencies

EXPERIENCED PROJECT MANAGER & SINGLE POINT OF CONTACT SYSTEM. As previously indicated, Mr. Krishnasamy will serve as your single point of contact for all work to be performed and personnel assigned. Mr. Krishnasamy is an experienced Project Manager and Geotechnical Engineer focused on providing the client with a consistently accurate, cost-effective quality product that is delivered on time and within budget. Having been the Project Manager for over 5,000 projects, Mr. Krishnasamy has successfully managed a variety of projects, varying in size and complexity. He specializes in public work and government contracts. Among the 5,000+ projects are projects such as a \$1.2 billion multimedia super corridor project that included universities, commercial buildings, and residential roadways. Mr. Krishnasamy has also been Project Manager for numerous annual contracts including

Mr. Krishnasamy has a history of maintaining strong working relationships with his clients and successfully retaining contracts through numerous extensions. His ongoing experience as Project Manager for continuing contracts for other public agencies provides him with the ability to understand and meet the demands of this contract. As demonstrated by his annual contract experience working as Project Manager, he is extensively familiar with general contracting methods. As the sole contact for the Town, he will ensure expedient problem resolution as well as the Town's complete satisfaction.

PROJECT APPROACH AND MANAGEMENT: Our project approach is based on a proven methodology that is executed in our daily activities. Our commitment to responsiveness, efficiency, quality, and budget guides each aspect of our approach. The majority of TSFGeo's daily activities are task-order based and, therefore, our firm is structured for responsiveness and capacity. As a Project Manager, Mr. Raj Krishnasamy, PE will be your single point of contact for all services. This project approach ensures that the Town representatives know whom to contact for their needs, and it will also ensure that we meet those needs. Once He is contacted, He will assign the appropriate personnel to meet the project needs as outlined by the Town. As TSFGeo's single point of contact, He will maintain the individual task-work-order tracking and, as such, He will be aware of project schedules and budgets. Individual project tasks will be managed by a qualified Professional Engineer within the TSFGeo team.

CURRENT AND PROJECTED WORKLOAD. TSFGeo has structured its staff and capabilities to provide maximum flexibility to meet our client's scheduling requirements. Our typical backlog is made up of many short duration assignments. Even long-term contracts are of indefinite quantity type and thus, actual workload is dependent upon the release of individual work orders. ***We are fully capable and committed to the Town of Jupiter and the contract's needs.*** TSFGeo is confident of meeting all project schedules. TSFGeo maintains strict internal timelines to ensure all work is completed in a timely manner. We are committed to staying on schedule throughout the duration of each assignment. All projects and task orders are initiated within 24 hours of authorization to proceed. By initiating tasks within the first 24 hours, TSFGeo avoids a backlog of work waiting to be completed and, therefore, maintains the capacity and flexibility for all incoming assignments to be completed on schedule.

Mr. Krishnasamy will work closely with the Town to anticipate staffing commitments and ensure that the required staff is committed to the projects, maintaining the same personnel for each of the individual task orders whenever possible. Each month TSFGeo's workload consists of contracted work, anticipated work, and unanticipated work. TSFGeo is confident of meeting the project schedules. We are committed to exceeding your expectations and will always plan for enough capacity to meet your project needs, both anticipated and unanticipated.

COMMITMENT TO AVAILABILITY. TSFGEO prides itself on maintaining a local, available, and responsive team. We are confident of meeting the project schedules. We are committed to exceeding your expectations and will always plan for enough capacity to meet your project needs, both anticipated and unanticipated. Our staff has the commitment and availability to successfully fulfill this contract and is also willing and able to work nights, holidays, and weekends as necessary. Our firm has the staff availability to effectively respond to multiple, varied and often simultaneous task authorizations. *Regardless of the number of authorizations, complexity, or size, TSFGEO has consistently delivered ALL projects on time and within or below budget.*

TSFGEO also maintains one of the largest in-house fleets of drill rigs in South Florida as well as a full array of equipment necessary to meet the Town's needs and project schedule requirements. Our drill rigs vary in type (barge equipment, 4x4 trucks and track mounted rigs, skid rig and tripod rigs), which enables us to select equipment to suit differing site conditions and to mobilize resources quickly to project sites. In addition, our standard response time for the most common testing activities is 24 hours, provided at least 24 hours' notice is given by fax, email, or phone. Specific tasks may require additional preparation time prior to mobilizing to the site. *If needed, TSFGEO can respond to last minute/same day requests within 2-hours of contacting our office.* We have the resources necessary to ensure that key personnel are readily available to devote a significant portion of their time fulfilling this contract. TSFGEO's team members will be available and responsive to the needs of the Town throughout the duration of the contract.

COMMITMENT TO BUDGET AND COST-EFFECTIVE SOLUTIONS. TSFGEO is committed to approaching each project from a cost savings perspective without sacrificing quality or sound design. For all geotechnical projects, TSFGEO performs a site reconnaissance and reviews existing foundation/soils data at the beginning of each job to minimize unforeseen circumstances/issues which may impact the design and overall project budget. All our design recommendations ensure that our client's budgets are maintained or provide cost savings. For example, TSFGEO provided geotechnical design recommendations for Palm Beach County's Operation Center eliminating the need for approx. 500 auger-cast piles from a previous design, saving Palm Beach County about \$2 million and significantly reducing the construction time. Below please find another project example where TSFGEO utilized innovative and cost saving approaches in the past:

Improvement of SW 14th Street between SW MLK Boulevard and SW Ave. G, Belle Glade, Florida: This roadway and drainage improvement project was for a length of approximately one mile in Belle Glade, Florida. Organic soils were encountered to a depth of 8 to 10 feet below grade. As an alternative to removal and replacement of the existing organic soils, we proposed to stabilize the roadway with geofabric reinforcement. *Estimated cost savings with this alternative was estimated to be about \$1.5 million.*

Additionally, TSFGEO performs a site reconnaissance and reviews existing foundation/soils data at the beginning of each job to minimize unforeseen circumstances/issues which may impact the design and overall project budget. Below please find an example of one of these circumstances:

Unknown Bridge Foundation: When an existing bridge has an unknown foundation (including type, length, and pile capacity of existing piles), upfront evaluation and exploration is often necessary. This information provides the design team with critical information. For instance, for a bridge replacement, this information determines how close the new bridge can be built without encountering any problems or effecting the existing bridge (which is especially necessary when the existing bridge is continuing to be used during construction). TSFGEO's past Unknown Foundation Study experience includes: Design-Build Rehabilitation of West Bridge and Bear Cut Bridge on Rickenbacker Causeway, Miami-Dade County, FL; SR-80/Southern Boulevard Bascule Bridge, Palm Beach County, FL; Andrews Avenue over C-13 Canal Bridge, NE 23 Avenue over Rio Giraldo Canal, NE 26th Terrace over Rio De Sota, Laguna Terrace over Diane River, West Lake Drive over Estelle River, West Lake Drive over Diane River, West Lake Drive over Lucille River, Johnson Street over C-10 Canal, and Kings Highway over Belcher Canal, Broward County, FL.





October 18, 2023

Town of Jupiter
17403 Central Boulevard
Jupiter, FL 33548

Attention: Mr. Scott Pokorny
Senior Utilities Engineer

Re: Proposal for Construction Materials Testing Services
Floridan Aquifer and Surficial Aquifer Raw Water Line Extensions (W2109)
Jupiter, Florida
TSFGEO Proposal No. 2310-699

Dear Mr. Pokorny:

TSFGEO is pleased to submit this proposal for Construction Materials Testing Services for the Island Way FA & SA RWM Extensions in Jupiter, Florida. This proposal includes a summary of our understanding of the project, an outline of our proposed scope of services, and an estimate of the total job fee. We understand that soil and laboratory services are required for installation of raw watermain along Island Way and C-18 Canal.

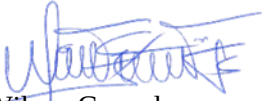
On the basis of the estimated quantities, the services will be billed on a unit rate basis in accordance with our contract amendment W1821C dated April 17, 2021, as follows:

ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
SOILS				
In-place density tests (min 4 tests/trip)	725	\$ 24.00	test	\$ 17,400.00
Modified or Standard Proctor	6	\$ 100.00	test	\$ 600.00
LBR	4	\$ 300.00	test	\$ 1,200.00
Gradation	6	\$ 75.00	test	\$ 450.00
Organic Content	6	\$ 50.00	test	\$ 300.00
Subtotal				\$ 19,950.00
CONCRETE/GROUT/MORTAR:				
Concrete Compression Test (Min 4 cylinders per trip)	40	\$ 125.00	set	\$ 5,000.00
Stand-by	80	\$ 60.00	hour	\$ 4,800.00
Additional Cylinders/Prisms (each)	30	\$ 18.00	each	\$ 540.00
Subtotal				\$ 10,340.00
Professional and Technical Services				
Principal Engineer	10	\$ 175.00	hour	\$ 1,750.00
Engineering Technician	40	\$65.00	hour	\$ 2,600.00
Subtotal				\$ 4,350.00
Total Estimated Fees				\$ 34,640.00

We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TSFGeo

A handwritten signature in blue ink, appearing to read 'Wilson Gonzalez', with a stylized flourish at the end.

Wilson Gonzalez
Construction Operations Manager

A handwritten signature in blue ink, appearing to read 'Stephen Hey', with a large, sweeping flourish.

Stephen Hey
Construction Services Manager

General Notes:

Please note the following procedures will apply to our services:

- 1- Field work hours for inspectors are Monday thru Friday, 8:00AM to 5:00PM.
- 2- We need 24 hours notice by contacting our office (561) 687-8536 prior to any site visit.
- 3- We can accommodate weekend inspections if necessary with a minimum of 48 hours notice.
- 4- Field work beyond 8 hours/day, night time and weekends (OT) will be billed at the regular rate times 1.5.
- 5- Stand-by time will be billed at hourly rate listed.

AUTHORIZATION

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

Floridan Aquifer and Surficial Aquifer Raw Water Line Extensions (W2109)
TSFGeo Proposal No. 2310-699

Tierra South Florida's General Conditions

1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSF) as set forth in TSF's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSF. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSF's work. TSF shall have no duty or obligation to any third party greater than that set forth in TSF's proposal, Client's acceptance of TSF's proposal and these General Conditions. The ordering of work from TSF, or the reliance on any of TSF's work, shall represent acceptance of the terms of TSF's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSF and all necessary equipment in order to complete the work. While TSF will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSF who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSF harmless for any damages to subterranean structures which are not called to TSF's attention and correctly shown on the plans furnished and will reimburse TSF for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** -TSF will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** -TSF will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSF will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSF under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSF and that the data, interpretations and recommendations of TSF are based solely on the information available to it. TSF shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSF, as instruments of service, shall remain the property of TSF until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSF for service and/or expenses within 60 days of date of invoice, TSF may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSF in full. Further, TSF may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSF shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSF for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSF cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSF's conclusions and recommendations.
12. **INDEMNIFICATION** -TSF agrees to hold harmless and indemnify Client from and against liability arising out of TSF's negligent performance of the work. Client agrees to indemnify and hold TSF harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSF was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSF's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSF shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSF's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSF agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSF represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSF has such coverage under public liability and property damage insurance policies that TSF deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSF agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSF, its agents, staff and consultants employed by it. TSF shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSF shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSF will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSF shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSF may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSF in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSF** - Client represents and warrants that it has advised TSF of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSF is to do work hereunder, and unless TSF has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSF harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSF's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSF by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSF to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____



December 28, 2023

Town of Jupiter
Utilities Field Office
3133 Washington Street
Jupiter, Florida 33458

Attention: Mr. Jonathan A. Batista, P.E.
Senior Utilities Engineer

Re: Proposal for Construction Materials Testing Services
Toney Penna Valve Replacement (W2317)
Jupiter, Florida
TSFGEO Proposal No. 2312-834

Dear Mr. Batista

TSFGEO is pleased to submit this proposal for Construction Materials Testing Services for the Toney Penna Valve Replacement project in Jupiter, Florida. This proposal includes a summary of our understanding of the project, an outline of our proposed scope of services, and an estimate of the total job fee. We understand that soil, concrete, and laboratory services are required for the improvements to the water transmission and distribution system on and adjacent to Toney Penna Drive, including, removal of existing valves and pipes and installing new gate valves, DI pipes, DI fittings, and connections to existing watermains to complete this project.

On the basis of the estimated quantities, the services will be billed on a unit rate basis in accordance with our contract amendment W1821C dated April 17, 2021, as follows:

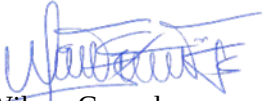
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
SOILS				
In-place density tests (min 4 tests/trip)	140	\$ 24.00	test	\$ 3,360.00
Modified or Standard Proctor	3	\$ 100.00	test	\$ 300.00
LBR	2	\$ 300.00	test	\$ 600.00
Gradation	0	\$ 75.00	test	\$ -
Organic Content	0	\$ 50.00	test	\$ -
Subtotal				\$ 4,260.00
CONCRETE/GROUT/MORTAR:				
Concrete Compression Test (Min 4 cylinders per trip)	1	\$ 125.00	set	\$ 125.00
Stand-by	4	\$ 60.00	hour	\$ 240.00
Additional Cylinders/Prisms (each)	0	\$ 18.00	each	\$ -
Subtotal				\$ 365.00
Professional and Technical Services				
Principal Engineer	6	\$ 175.00	hour	\$ 1,050.00
Engineering Technician	10	\$65.00	hour	\$ 650.00
Subtotal				\$ 1,700.00
Total Estimated Fees				\$ 6,325.00

Toney Penna Valve Replacement (W2317)
TSFGeo Proposal No. 2312-834

We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TSFGeo



Wilson Gonzalez
Construction Operations Manager



Stephen Hey
Construction Services Manager

Attachments: General Notes, Authorization
 General Conditions

General Notes:

Please note the following procedures will apply to our services:

- 1- Field work hours for inspectors are Monday thru Friday, 8:00AM to 5:00PM.
- 2- We need 24 hours notice by contacting our office (561) 687-8536 prior to any site visit.
- 3- We can accommodate weekend inspections if necessary with a minimum of 48 hours notice.
- 4- Field work beyond 8 hours/day, night time and weekends (OT) will be billed at the regular rate times 1.5.
- 5- Stand-by time will be billed at hourly rate listed.

AUTHORIZATION

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

Toney Penna Valve Replacement (W2317)
TSFGeo Proposal No. 2312-834

Tierra South Florida's General Conditions

1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSF) as set forth in TSF's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSF. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSF's work. TSF shall have no duty or obligation to any third party greater than that set forth in TSF's proposal, Client's acceptance of TSF's proposal and these General Conditions. The ordering of work from TSF, or the reliance on any of TSF's work, shall represent acceptance of the terms of TSF's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSF and all necessary equipment in order to complete the work. While TSF will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSF who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSF harmless for any damages to subterranean structures which are not called to TSF's attention and correctly shown on the plans furnished and will reimburse TSF for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** -TSF will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** -TSF will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSF will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSF under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSF and that the data, interpretations and recommendations of TSF are based solely on the information available to it. TSF shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSF, as instruments of service, shall remain the property of TSF until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSF for service and/or expenses within 60 days of date of invoice, TSF may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSF in full. Further, TSF may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSF shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSF for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSF cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSF's conclusions and recommendations.
12. **INDEMNIFICATION** -TSF agrees to hold harmless and indemnify Client from and against liability arising out of TSF's negligent performance of the work. Client agrees to indemnify and hold TSF harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSF was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSF's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSF shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSF's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSF agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSF represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSF has such coverage under public liability and property damage insurance policies that TSF deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSF agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSF, its agents, staff and consultants employed by it. TSF shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSF shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSF will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSF shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSF may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSF in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSF** - Client represents and warrants that it has advised TSF of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSF is to do work hereunder, and unless TSF has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSF harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSF's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSF by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSF to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

TAB D. APPROACH TO FIELD AND LABORATORY SERVICES

Throughout our experience with continuing contracts, we have successfully utilized a project approach which we propose for this contract. Each project will have different milestones and deliverables. However, these items will be discussed, and timetables set at the initial scope meeting. Our representatives will meet those due dates and deadlines. Our proposed project approaches for geotechnical, construction materials testing services, and inspections are listed below:

Geotechnical Project Approach

- ✓ Task Order from the Town of Jupiter
- ✓ Review Site Plan with City / USGS Map / USC Soil Survey / Aerial Photos
Identify possible unsuitable soils, illegal dumping, and other potential areas of concern/interest.
- ✓ Site Visit / Reconnaissance
Determine site accessibility, if site clearing is necessary, presence of overhead power lines for vertical clearance, and MOT needs
- ✓ Submit Proposal Based on Scope of Services
- ✓ Upon approval
Inform Project Manager – Work Schedule / Utility Clearance / Meet Maintenance / GPR
- ✓ Issue preliminary findings to the Town
Prepare report - includes Soil Management Plan / Review by Senior Author QA/QC
- ✓ Issue Final Report with Invoice

Construction Material Testing Project Approach. TSFGEO works with contractors daily to complete as-needed services. Our approach centers on our philosophy to protect the Owner's interests, and it ensures that all work performed flows smoothly throughout the duration of the project. We believe that maintaining clear communication provides efficient and responsive service, which then leads to projects consistently being completed on time and within budget. At the beginning of each testing project, TSFGEO schedules a preconstruction meeting with the contractor to introduce our personnel assigned to the project. TSFGEO also addresses the scope of work, scheduling, cost saving strategies, and our standard 24-hour response times. For each task order, Contractors call or email our office to schedule work to be performed. We ask for 24 hours' notice; however, TSFGEO makes every effort to accommodate last minute requests as well. All work is performed as discussed in the preconstruction meeting. TSFGEO has utilized this approach in our interactions with Contractors over the past ten years. Our approach has resulted in projects being consistently completed on time and within budget. It has also created excellent working relationships with many local contractors.

- ✓ Request for services from Town with issue of Purchase Order
- ✓ Pre-Construction Meeting
Review scope, schedule, and report distribution
- ✓ Testing requested by City / Contractor
- ✓ Work Order issued to Field Technician
Arrive on site, sign in (if required) / Perform task, sign out (if required)
- ✓ Prepare report and review QA/QC
Smartphone reporting system (E-Field Data) / Immediate results notification
- ✓ Password protected FTP site
- ✓ Invoice monthly, backup reports provided

Inspection Services Project Approach

- ✓ Request for Services from the Town of Jupiter with issue of Purchase Order
- ✓ Meet with Town of Jupiter officials (Building Department) and Contractor
Review scope, schedule, and report distribution
- ✓ Contractor schedules inspection appointment
- ✓ Perform inspection and submit electronic report to Contractor with inspection results
Smartphone reporting system (E-Field Data) / Immediate results notification
- ✓ Complete Inspection Logbook at the site for the assigned task
- ✓ Password protected FTP site
- ✓ Invoice monthly, backup reports provided

This system has proven successful as it ensures promptness, satisfaction and steady communication between the client and our staff. At each step of the way our staff keeps in mind the client's complete satisfaction, cost savings to the client, and timeliness.

Potential Project Issues	Solutions
Project delayed due to weather	While TSFGeo has no control over the weather, should a project be delayed due to inclement weather, TSFGeo will recover by utilizing multiple rigs and tapping into additional resources to complete the project on-time and within budget.
Potential equipment failure	TSFGeo has the largest fleet of drill rigs in South Florida. By utilizing multiple rigs and tapping into additional resources, TSFGeo can and will complete the project on-time and within budget.
Delay in Utility Clearance (Typically takes 48 to 72 hours to clear utility at boring locations, Since Covid 19, It is taking up to two weeks.)	To expedite and meet project schedules, additional rigs and staff will be utilized to ensure timely completion of project and reporting, including performing GPR services
Contractor forgets to provide 24 hours' notice for testing	TSFGeo makes every effort to send a technician out to the site in time. For concrete testing, should this not be possible, TSFGeo supplies the contractor with cylinders for concrete.
Contractor proceeds with construction without testing	Should a Contractor forget to schedule testing, TSFGeo provides the following solutions to minimize the impact on the project schedule: Concrete: TSFGeo performs concrete cores or non-destructive testing, such as Windsor probe testing. Density: TSFGeo tests by (1) potholing or (2) excavating and retesting. Asphalt: TSFGeo performs asphalt cores.

STAND-BY TIME. TSFGeo will charge a pre-agreed stand-by time by the hour, only in circumstances that are considered extreme. We typically allow a reasonable amount of time either waiting for concrete to arrive or waiting for the contractor to finish his activities. We do not charge stand-by time within an hour to hour and a half of the scheduled arrival time. Beyond that, stand-by time (time waiting for others so testing can begin) will be billed to daily activities

FAST TRACK/EXPEDITED PROJECTS. TSFGeo's standard response time for most common testing activities is 24 hours with notice via email, fax, or phone call. These testing activities include but are not limited to: Proctor tests, field density tests (soil and asphalt), LBR tests, soil conductivity/resistivity tests, organic content tests, concrete cylinders, grout prisms/mortar cubes, concrete coring, and asphalt coring. Specific tasks may require additional preparation time prior to mobilizing to the site. If needed, TSFGeo can respond to last minute/same day requests within 2 hours of contacting our office. ***We have technicians on job sites throughout Palm Beach County, including the Town of Jupiter, that can respond to same day testing needs.***

E-FIELD DATA. TSFGeo utilizes a smartphone reporting system called E-Field Data. With the system, TSFGeo's field technicians create an electronic draft report on site which is immediately transmitted to TSFGeo's Project Manager as well as Town representatives for same day reporting. All draft reports will then be checked by the TSFGeo Project Manager and QA/QC officer. Following QA/QC, the reports for the specific project are billed daily and mailed or emailed weekly to all specified parties. Some benefits of E-Field Data include Same day reporting; Immediate results from the field; Faster failed results notification to the Town of Jupiter; Improved efficiency; Reduced errors; Incorporates our commitment to sustainability; and Limits staff and clients to cross contamination.

The screenshot shows the 'eFieldData' mobile application interface. At the top, it displays the time as 8:41 and the location as 'Tierra South Florida, Inc. Jul 02 2019'. The main screen is titled 'Add New Work Order' and contains several sections: 'Enter new work order details' with fields for 'Client' and 'Project / Sub Project'; 'Test Type' with a dropdown menu and checkboxes for 'Non Billable' and 'Inspection Special Type'; 'Type (Building / Site)'; 'Sample Type'; 'Assigned Lab Tech To'; 'Assigned Field Tech To'; 'Date Called-in' (07/02/2019); and a 'Work Order Status' toggle set to 'Ready & Notify Technician Now'.

INTERACTION WITH REGULATORY AGENCIES. We have an excellent working relationship with the FDOT as well as the SFWMD. When working within right of way of these agencies, TSFGEO will submit an application for request of work permit and obtain the proper authorization prior to proceeding with work. TSFGEO will then follow up with a meeting to explain the scope in detail and notify the agency at completion.

INTERNAL QUALITY ASSURANCE AND QUALITY CONTROL MECHANISMS. TSFGEO maintains a strict quality assurance and quality control system to ensure employee performance, accurate recommendations/testing results and consistency. TSFGEO applies this system throughout all our activities. Specifically related to this contract are the following areas: Extensive training and signatory qualifications of Professional Staff; Adherence to a detailed QC Manual for both laboratory and geotechnical work; and Yearly proficiency testing, inspection, and review by FDOT, CMEC, and USACE

Training and Signatory Qualifications of Professional Staff. TSFGEO prides itself on the qualifications and experience of its professional staff. Senior Engineers maintain a master's degree level education or higher. Additionally, each Senior Engineer has over 10 years of experience providing Geotechnical Engineering and Construction Materials Testing Services. Although our Senior Engineers enter the company with a high level of education and experience, upon employment each member of the professional staff must undergo training and qualification to become a Senior Technical Professional. The responsibilities and minimum requirements to be a Senior Technical Professional are as follows:

Senior Technical Professional Qualification Process. Responsibilities: project oversight, review deliverables, mentoring of staff professionals, technical publications, and communication skills. **Minimum requirements:** Registered P.E.; 10 years of experience for geotechnical, 6 years of experience for CMTS; Demonstrated technical expertise

Signatory Qualifications. Every year our engineers participate in industry conferences and continuing education. TSFGEO also maintains a strict qualification system for signatory rights for project reports. Signatory rights are granted through the following qualification system: Must be a Senior Technical Professional; Must have direct project involvement.

Detailed QC Manual for Laboratory and Geotechnical Work. TSFGEO follows detailed QC manuals for both laboratory and geotechnical work which maps out the appropriate steps to be taken for all work performed. *Please see Tab "F".*

Yearly Proficiency Testing, Inspection, and Review. Each year TSFGEO undergoes inspections and proficiency testing by recognized agencies such as CMEC, the FDOT, and the USACE to ensure accurate test results and laboratory procedures. TSFGEO also performs a yearly internal review for QA/QC purposes. Below please find the details of those programs.

Facilities and Equipment – QA/QC Procedures Related to Proficiency Testing: In general, it is the responsibility of the Senior Engineer to review all reports pertaining to proficiency sample testing, on-site inspections, and quality system evaluations. The Senior Engineer receives a detailed copy of the inspection reports, evaluations, and any corrective actions that will be taken. If the Senior Engineer takes corrective steps, the Lab Manager will be notified.

Proficiency Sample Testing: Participation by CMEC and FDOT – CTQP. Any test result that is greater than two standard deviations from the group average value is identified as a poor result. Procedures to follow when poor results occur: Check the report submitted for correct data entry; Check that the data transferred from the worksheet to the report was correct; Check the calculations on the worksheet; Check that the equipment used to perform the test meets spec; Repair or replace equipment if necessary; Evaluate the technician that performed the test.

Yearly Internal Quality System Review: The Senior Engineer reviews the following records, reports, and associated documentation every year to assure that the established quality procedures are being followed: Proficiency sample reports; On-site inspection reports; External quality system evaluation reports; Equipment calibration, verification, and inspection records; Testing technicians training records; Testing technician's evaluation records; and QC Manual. After each 12-month review the Senior Engineer discusses any deficiencies noted with the appropriate staff to make sure that all corrective actions are taken. All documents reviewed for this internal quality system are filed in the quality system manual.

Track of Calibrations, Verification, and Inspection Records: Calibration records are maintained in the Principal's office and performed by the lab manager on the specified dates and calibration frequencies. To better track and manage the calibration procedures we use a system of cards by months and dates. The equipment that requires inspection and calibration is written down on the card and tracked by the Principal monthly.



Concrete - Concrete Compressive Strength Test

Report #: 005

Client: Town of Jupiter
Project: Juno Beach Repump Station Valve Replacement
Location: 14255 US Hwy 1, Juno Beach, Florida 33408

Report Date: 06/29/2023
Project #: 7112-23-030

DESIGN DATA

Mix No: 1396193 **Slump (in):** 5 **Strength:** 5000 psi @ 28 days
Mix Design: **Air Content (%):** **Break Days:** 7,14,28,28

FIELD DATA

General Location: Repump Station Valve Replacement

Location of Placement: 20' S from Valve Station

Load #: 1088 **Supplier:** Cemex

Load (cu. yds.): 4 **Weather:** Sunny

Air Temp (F): 90 **Truck No:** 088

Conc Temp (F): 101 **Ticket No:** 39350599

Cyl Cast: 6 **Cyl. Size:** 4x8

Slump (in): 3 **Air Content (%):** N/A

ASTM C143

ASTM C231

ASTM C138

Date Placed: 06/29/2023

Time Batched: 2:14 PM

Time Sampled: 3:05 PM

Time Cast:

Truck Emptied:

Unit Weight (pcf): NR

Extra Water Added: No

Water/Cement Ratio:

Authorized by:

☐ Before Slump Test **20** Gallons

☒ After Slump Test Cubic Yards

Sampling Point: Truck

Date Received: 06/30/2023

LAB RESULTS

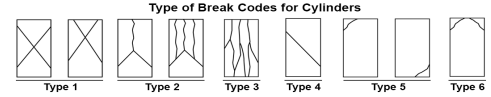
Lab ID: 2

Set No: 1

CYL. I.D.	Date Tested	Age (Days)	Maximum Load (lbs)	Test Specimen Size			Test Strength (psi)	Tested by	Type of Break
				Dia 1 (in)	Dia 2 (in)	Area (Sq. in.)			
A	07/06/2023	7	80,821	4.01	4.01	12.63	6400	OC	6
B	07/13/2023	14	84,310	4.01	4.01	12.63	6680	JR	2
C	07/27/2023	28	97,516	4.02	4.00	12.63	7720	OC	2
D	07/27/2023	28	94,688	4.03	3.99	12.63	7500	OC	2
Specifications 28 days 5000 (psi) 28 days Avg: 7610 (psi)									

Remarks:

ASTM DATA				Y	N	N/A
Sampled to ASTM C-172				X		
Molded to ASTM C-31				X		
Initially Cured to ASTM C-31				X		
LAB Cured & Tested to ASTM C-31, C-39, C-511, C-617 and C-1231				X		



☐ Are Cylinders made by Contractor? ☐ Are Cylinders picked up by Contractor? ☒ Results Comply ☐ Results do not Comply

Note: Tested in accordance to ASTM C-31 or AASHTO T-23. (Air content, Min/Max temp at curing not performed unless noted above).

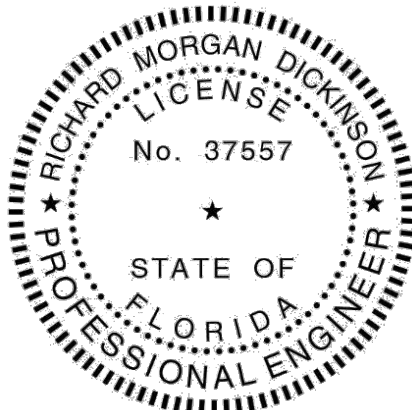
No Air Performed NR - Not Requested

Report Copied to:

Steven F. Montemayor, Amanda Barnes, Chris McKenzie

Lab Representative: Omar Castro
 Cert No:

Field Representative: Luis Avila



This item has been electronically signed and sealed by Richard Morgan Dickinson, on 07/28/2023 10:34 AM.

Tierra South Florida, Inc.

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Notes: The results above apply only to the specific samples noted using the aforementioned test method(s) and do not represent any other sample. Reports may not be reproduced except in full without permission.



Soil Density Test

Report #: 007

Client: Town of Jupiter
Project: FY23 Materials Testing Services for Water Field Repairs - Valve Boxes - 500 Military Trail
Location: 500 Military Trail, Jupiter, Florida 33458

Report Date: 07/26/2023
Project #: 7112-20-380-A

FIELD DATA

General Location: Valve Box on Military Trail & Toney Penna Dr.

Test Method: ASTM D-6938 (Nuclear)

Retest Required: ☐ Yes ☒ No

Project Specifications: 100 %

Modified Proctor(AASHTO T-180)

Gauge Make: Troxler

Gauge Model: 3430

Gauge S/N: 38087

Test Date	Proctor #	Test Procedure	Soil Description	Max. Dry Density (pcf)	Optimum Moisture (%)
08/09/2023	L1	Modified Proctor (AASHTO T-180)	Light Gray Sand with Rocks, Shells & Roots	116.0	10.4

Test No	Elevation or Re-Test No	Depth (Inch)	Test Location	Proctor Max Density (lbs/ft^3)	Proctor Optimum Moisture (%)	Field Percent Moisture (%)	Field Dry Density (lbs/ft^3)	Percent Compaction (%)	Spec: 100 Meet Spec ?
1	Base	6	See attached photo	116.0	10.4	5.7	120.3	103.7	Yes

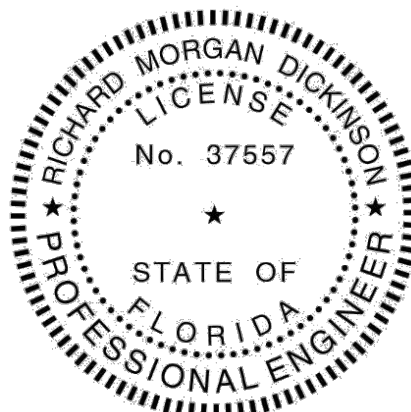
Remarks:

Report Copied to:

Steven Montemayor, Jennifer Todd, Jonathan Batista, David Rotar, John Gaddis, Rodney Carroll

This item has been electronically signed and sealed by
 Richard Morgan Dickinson, on 08/09/2023 08:19 AM.

Representative / Inspector: Yimmy Acedo



Tierra South Florida, Inc.

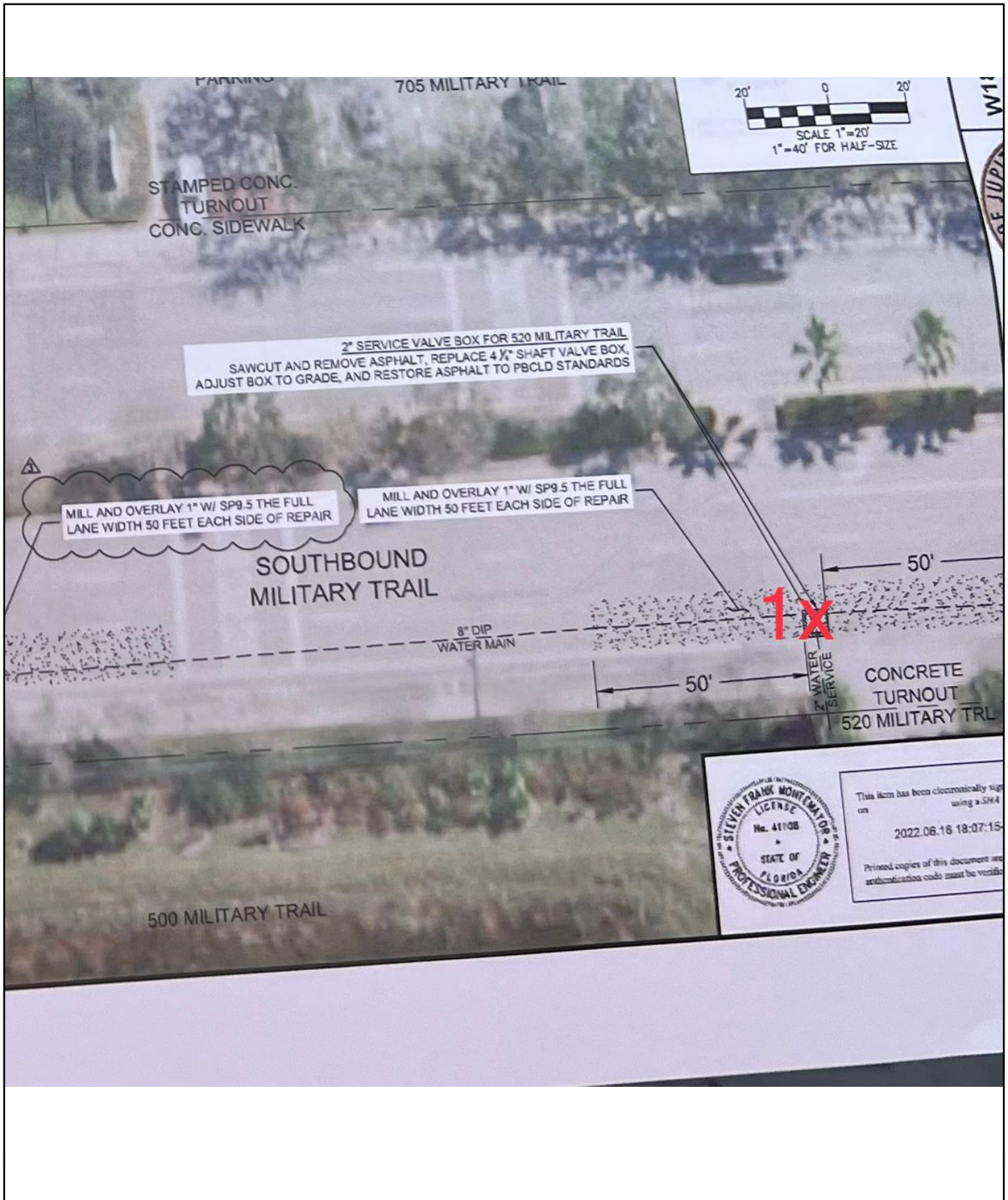
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Notes: As requested, a representative from our company arrived on site as scheduled and performed the above test. These test results apply only to the specific locations noted and do not represent any other location. Reports may not be reproduced except in full, without permission.



Soil Density Test

Report #: 007





Concrete - Concrete Compressive Strength Test

Report #: 017

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Wells 8A-11A (Central Blvd.)
Location: 620 S Central Blvd., Jupiter, Florida 33458

Report Date: 10/23/2023
Project #: 7112-22-207-B

DESIGN DATA		
Mix No: Contractor	Slump (in): 5	Strength: 4000 psi @ 28 days
Mix Design:	Air Content (%):	Break Days: 7,28,28,56

FIELD DATA		
General Location: Well 12		
Location of Placement: 8' N from Well 12		
Load #:	Supplier:	Date Placed: 10/23/2023
Load (cu. yds.):	Weather:	No of Cyl Cast: 4
Air Temp (F): 77	Truck No: N/A	Time Batched: 10:28 AM
Conc Temp (F): 84	Ticket No: N/A	Time Sampled: 10:45 AM
Slump (in): 5	Air Content (%): N/A	Time Cast:
ASTM C143	ASTM C231	Unit Weight (pcf): NR
		Water/Cement Ratio:
		Sampling Point: Point of Placement

Date Received: 10/24/2023				LAB RESULTS			Lab ID: 2	Set No: 1	
CYL. I.D.	Date Tested	Age (Days)	Maximum Load (lbs)	Test Specimen Size			Test Strength (psi)	Tested by	Type of Break
				Dia 1 (in)	Dia 2 (in)	Area (Sq. in.)			
A	10/30/2023	7	26,456	3.99	4.02	12.63	2100	OC	5
B	11/20/2023	28	38,173	4.00	4.02	12.63	3020	OC	2
C	11/20/2023	28	38,584	4.01	4.00	12.63	3060	OC	2
D	12/18/2023	56	51,922	4.01	4.01	12.63	4110	OC	6
Specifications	28 days	4000 (psi)		28 days Avg: 3040 (psi)			56 days Avg: 4110 (psi)		
ASTM DATA				Y	N	N/A	Type of Break Codes for Cylinders		
Sampled to ASTM C-172				X			     		
Molded to ASTM C-31				X					
Initially Cured to ASTM C-31				X					
LAB Cured & Tested to ASTM C-31, C-39, C-511, C-617 and C-1231				X					
☐	Are Cylinders made by Contractor?		☐	Are Cylinders picked up by Contractor?		☐	RESULTS COMPLY ☒ RESULTS DO NOT COMPLY		

Note: Tested in accordance to ASTM C-31 or AASHTO T-23. (Air content, Min/Max temp at curing not performed unless noted above).

No Air Performed NR - Not Requested

Remarks:

Report Copied to:

Amanda Barnes, Brittany George, Scott Pokorny, Jeff Holst

Lab Representative: Omar Castro
 Cert No:

Field Representative: Luis Avila



This item has been electronically signed and sealed by
 Richard Morgan Dickinson, on 12/19/2023 03:38 PM.

Tierra South Florida, Inc.

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Notes: The results above apply only to the specific samples noted using the aforementioned test method(s) and do not represent any other sample. Reports may not be reproduced except in full without permission.



Concrete - Concrete Compressive Strength Test

Report #: 017

Client: Town of Jupiter

Report Date: 10/23/2023

Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Wells 8A-11A (Central Blvd.)

Project #: 7112-22-207-B

Location: 620 S Central Blvd., Jupiter, Florida 33458

Field Report [s]





Concrete - Concrete Compressive Strength Test

Report #: 008

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A
 (Toney Penna)
Location: 1451 Toney Penna Dr., Jupiter, Florida 33458

Report Date: 10/24/2022
Project #: 7112-22-207-A

DESIGN DATA		
Mix No/Design: 1518380	Slump (in): 4	Strength: 4500 psi @ 28 days
Mix Type/Procedure:	Air Content (%):	Break Days:
Admixtures:		

FIELD DATA		
General Location: Wellhead Pad Pour		
Location of Placement: Wellhead Pad Pour		
Load #:	Supplier: Cemex	Date Placed: 10/24/2022
Load (cu. yds.): 10	Weather:	No. of Specimens: 5
Air Temp (F): 82	Truck No: 10065286	Time Batched: 11:08 AM
Conc Temp (F): 80	Ticket No: 38866897	Time Sampled: 12:09 PM
Slump (in): 5	Air Content (%): N/A	Time Cast:
ASTM C143	ASTM C231	Unit Weight (pcf): NR
		Water/Cement Ratio:
		Sampling Point: Truck

Date Received: 10/25/2022				LAB RESULTS			Lab ID: 1		Set No: 1			
CYL. I.D.	Date Tested	Age (Days)	Maximum Load (lbs)	Test Specimen Size			Test Strength (psi)	Tested by	Type of Break			
				Dia 1 (in)	Dia 2 (in)	Area (Sq. in.)						
A	10/31/2022	7	74,927	4.02	4.02	12.69	5900	OC	5			
B	11/21/2022	28	88,376	4.00	4.04	12.69	6960	OC	2			
C	11/21/2022	28	85,923	4.03	4.00	12.69	6770	OC	2			
Specifications		28 days	4500 (psi)									
ASTM DATA				Y	N	N/A	Type of Break Codes for Cylinders					
Sampled to ASTM C-172				X								
Molded to ASTM C-31				X								
Initially Cured to ASTM C-31				X								
LAB Cured & Tested to ASTM C-31, C-39, C-511, C-617 and C-1231				X								
☐ Cylinders made by Contractor ☐ Cylinders picked up by Contractor ☒ RESULTS COMPLY ☐ RESULTS DO NOT COMPLY												

Note: Tested in accordance to ASTM C-31 or AASHTO T-23. (Air content, Min/Max temp at curing not performed unless noted above). * Failed by Slump/Air Content. ☐ No Air Performed NR - Not Requested

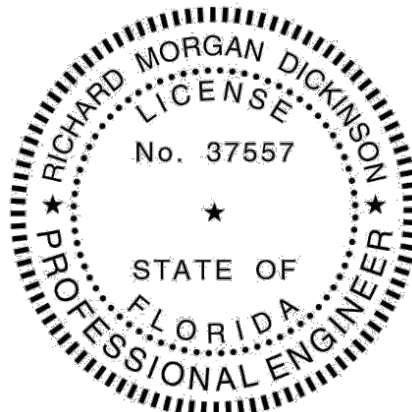
Remarks:

Report Copied to:

Amanda Barnes, Brittany George, Scott Pokorny, Jeff Holst

Lab Representative: Omar Castro
 Cert No:

Field Representative: Yoisel Marimon



This item has been electronically signed and sealed by
 Richard Morgan Dickinson, on 11/22/2022 02:48 PM.

Tierra South Florida, Inc.

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Notes: The results above apply only to the specific samples noted using the aforementioned test method(s) and do not represent any other sample. Reports may not be reproduced except in full without permission.

E. Approach to Project Documentation

TSFGeo's reporting and invoicing procedures are based on our core philosophy of looking out for the Owner's best interests by providing services accurately, on time, and within or below budget. We believe that maintaining clear communication provides efficient and responsive service, which then leads to projects consistently being completed accurately, on time, and within or below budget. *TSFGeo has been working with the Town of Jupiter since 2012*, and our team is extensively familiar with the reporting and invoicing requirements of the Town. *No learning curve is needed for TSFGeo to function as an extension of your staff.*

Format: All reports submitted will be in full compliance with the Town's requirements. Time and material invoices will include an explanation for charges and an hourly break down of personnel billing. Each work order invoice will include the project name, town work order name and number, town purchase order number, total work order amount, previously paid, current billing, amount remaining, and copies of the engineering reports referenced under the invoice. Please see Tab C, D & E, for Samples of reporting and invoicing.

Billing Process: Our billing for the Town will be mainly unit rates based on an estimated number of quantities. Budgets are tracked monthly based on percentage of field work completed and services provided at time of invoicing. The budget overrun will be avoided by attending pre-construction meetings and communicating to contractors the number of tests that were estimated and the number of trips available to cover that estimate. The contractor will be given the opportunity to review our scope to make sure it agrees with his work schedule. Failed results will be notified immediately and communicated to the Town for back charging the contractor if necessary. The Town will be notified in writing with a note on the monthly invoice when 30% of the estimated budget is left in the contract or PO.

Schedule: TSFGeo maintains strict internal timelines to ensure all work, including reporting and invoicing, is completed in a timely manner. We are committed to staying on schedule throughout the duration of each work order. All projects and work orders are initiated within 24 hours of authorization to proceed. By initiating tasks within the first 24 hours, TSFGeo avoids a backlog of work waiting to be completed and, therefore, maintains the capacity and flexibility for all incoming assignments to be completed on schedule. Throughout the contract duration, we will strive for efficient, effective, and timely project coordination by attending all necessary project meetings and providing regular updates regarding work complete and future work planned. The assigned TSFGeo Team member will proactively work to implement cost saving strategies, maintain the project budget, and keep the Town staff informed at all times. This includes informing the Town of all unanticipated changes to schedule or budget before those changes occur. Geotechnical reports are emailed to the Town's PM for review along with invoices for processing. Original signed/sealed reports are mailed at the Town's request. For all materials testing and inspection projects, TSFGeo utilizes a smartphone reporting system called E-Field Data. With this system, TSFGeo's field technicians create an electronic draft report on site which is immediately transmitted to TSFGeo's Project Manager as well as Town Representatives for same day reporting. All draft reports will then be checked by the TSFGeo Project Manager and QA/QC officer. Following QA/QC, the reports for the specific project are billed daily and emailed to all specified parties. Original signed/sealed reports are mailed weekly to the Town's PM. Some benefits of Efield data include same day reporting, immediate results from the field, faster failed results notification, improved efficiency, and reduced errors.

Accuracy: Quality control is practiced in our day-to-day operations to ensure accurate and complete work products, including reports and invoicing. Our QA/QC procedures depend on the project scope and include:

- A Health and Safety Plan will be implemented on each project. Our field drill crews are annually drug tested. A monthly Safety meeting is held in our office to discuss personal and field safety issues.
- Boring location plan prepared for each aspect of the geotechnical investigation will be reviewed by a QA/QC Officer.
- A peer review will be performed by a QA/QC Officer on the planning of field work activities including MOT or access permit requirements.
- Upon locating the borings in the field and utility clearance, the Town will be informed in advance about our drilling schedule.
- The Project Engineer(s) will check field and laboratory test data as they are completed. Original data sheets will be maintained in the project file.
- Calculations will be checked by a Senior Engineer other than the originator and clearly marked as checked.

- Minor submittals/transmittals will be reviewed by the Project Manager or a Senior Engineer/Manager/other than the originator.
- Report and drawings will be checked by the originator and Department Manager/Project Manager for accuracy and completeness.
- Final submittals will be reviewed by Quality Control/Quality Assurance Office

E-FIELD DATA. TSFGEO utilizes a smartphone reporting system called E-Field Data. With the system, TSFGEO's field technicians create an electronic draft report on site which is immediately transmitted to TSFGEO's Project Manager as well as Town representatives for same day reporting. All draft reports will then be checked by the TSFGEO Project Manager and QA/QC officer. Following QA/QC, the reports for the specific project are billed daily and mailed or emailed weekly to all specified parties. Some benefits of E-Field Data include:

- ✓ Same day reporting
- ✓ Immediate results from the field
- ✓ Faster failed results notification to the Town of Jupiter
- ✓ Improved efficiency
- ✓ Reduced errors
- ✓ Incorporates our commitment to sustainability
- ✓ Limits staff and clients to cross contamination
- ✓ FTP Site for 24-hour access to reporting

The screenshot displays the TSFGEO E-Field Data web application interface. The browser address bar shows the URL: https://tsfgeo.efielddata.com/WorkOrder/LabList#all. The application header includes navigation tabs: Dashboard, Clients, Projects, Work Orders, Reports, Lab Tests, and Mobile View - Completed. Below the header, there are filters for 'All - Lab Tests' and 'Concrete Summary'. The main content area shows a table of lab tests with columns for Job Date Scheduled, Project & Work Order #, Task Details, Assigned To, and WO Status. The table displays six rows of data for the University Bridge project, all assigned to Jorge Pardo. The status for each row is 'Field Status: Complete' and 'Lab Status: New'.

Job Date Scheduled	Project & Work Order #	Task Details	Assigned To	WO Status
07/01/2019 12:00 AM	University Bridge 7112-18-152-1398	University Bridge (7112-18-152) Concrete - Concrete Compressive Strength Test Task Description:	Jorge Pardo	Field Status: Complete Lab Status: New
07/01/2019 12:00 AM	University Bridge 7112-18-152-1397	University Bridge (7112-18-152) Concrete - Concrete Compressive Strength Test Task Description:	Jorge Pardo	Field Status: Complete Lab Status: New
07/01/2019 12:00 AM	University Bridge 7112-18-152-1396	University Bridge (7112-18-152) Concrete - Concrete Compressive Strength Test Task Description:	Jorge Pardo	Field Status: Complete Lab Status: New
07/01/2019 12:00 AM	University Bridge 7112-18-152-1395	University Bridge (7112-18-152) Concrete - Concrete Compressive Strength Test Task Description:	Jorge Pardo	Field Status: Complete Lab Status: New
07/01/2019 12:00 AM	University Bridge 7112-18-152-1394	University Bridge (7112-18-152) Concrete - Concrete Compressive Strength Test Task Description:	Jorge Pardo	Field Status: Complete Lab Status: New
07/01/2019 12:00 AM	University Bridge 7112-18-152-1393	University Bridge (7112-18-152) Concrete - Concrete Compressive Strength Test Task Description:	Jorge Pardo	Field Status: Complete Lab Status: New



Service Invoice

Bill To: Town of Jupiter
210 Military Trail
Jupiter, Florida-33458

Invoice #	Service Period Date
18569	10/31/2022

Attention: Amanda Barnes (amandab@jupiter.fl.us)
Copy To: Brittany George, Scott Pokorny, Jennifer Todd

Invoice Date
11/01/2022
Due Date
12/02/2022

P.O. Number	Terms	Project / Job #	Project / Job Name
TIN: 20-0282450 PO# 20222890	Net 30	7112-22-207	Wellhead and Electrical Improvements for SA Wells 8A-12A

Testing

Report No	Report Date	Description	Quantity	Rate (\$)	Hour	Rate (\$)	Amount (\$)
		Well 12A (Toney Penna)					
001	10/05/2022	Sample Pick Up - hour					0.00
001L1	10/05/2022	Modified Proctor Test - each	1	100.00			100.00
002	10/05/2022	Field Density Test (min 4) - trip	4	24.00			96.00
003	10/06/2022	Field Density Test (min 4) - trip	4	24.00			96.00
004	10/07/2022	Field Density Test (min 4) - trip	4	24.00			96.00
005	10/21/2022	Field Density Test (min 4) - trip	5	24.00			120.00
006	10/21/2022	Field Density Test (min 4) - trip	3	24.00			72.00
007	10/24/2022	Field Density Test (min 4) - trip	4	24.00			96.00
008	10/24/2022	Concrete Compressive Strength Test - set	1	125.00			125.00
009	10/25/2022	Sample Pick Up - hour			1	65.00	65.00
010	10/26/2022	Field Density Test (min 4) - trip	4	24.00			96.00
		Wells 8A-11A (Central Blvd.)					
001	10/18/2022	Field Density Test (min 4) - trip	5	24.00			120.00
002	10/18/2022	Sample Pick Up - hour					0.00
002L1	10/18/2022	Modified Proctor Test - each	1	100.00			100.00
		Principal Engineer/PM, P.E - hour			1	175.00	175.00
		Stand-By (10/26/22)			1	60.00	60.00

Total (USD) **\$1,417.00**

Work Performed By: Tierra South Florida, Inc. - Phone: (561) 687-8536

REMIT TO ADDRESS:

Tierra South Florida, Inc.
2765 Vista Parkway, Suite H-10
West Palm Beach, Florida 33411

Thank you for your business!

Page 1 of 2



Service Invoice

Bill To: Town of Jupiter
210 Military Trail
Jupiter, Florida-33458

Invoice #	Service Period Date
18569	10/31/2022

Attention: Amanda Barnes (amandab@jupiter.fl.us)

Copy To: Brittany George, Scott Pokorny, Jennifer Todd

Invoice Date
11/01/2022

Due Date
12/02/2022

P.O. Number	Terms	Project / Job #	Project / Job Name
TIN: 20-0282450 PO# 20222890	Net 30	7112-22-207	Wellhead and Electrical Improvements for SA Wells 8A-12A

Project Limit =	\$4,100.00
Current Invoice Total =	\$1,417.00
Previously Billed =	\$0.00
Total Billed To Date =	\$1,417.00
Remaining Balance =	\$2,683.00
Percentage Work Completed =	34.56%

REMARKS:

Work Performed By: Tierra South Florida, Inc. - Phone: (561) 687-8536

REMIT TO ADDRESS:

Tierra South Florida, Inc.
2765 Vista Parkway, Suite H-10
West Palm Beach, Florida 33411

Thank you for your business!

Page 2 of 2



Purchase Order

Page: 1 of: 1

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TOWN OF JUPITER
ATTN: ACCOUNTS PAYABLE
210 MILITARY TRAIL
JUPITER, FLORIDA 33458

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20222890**

Delivery must be made within doors of specified destination.

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TIERRA SOUTH FLORIDA, INC.
2765 VISTA PARKWAY STE H10
WEST PALM BEACH, FL 33411

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Utilities Administration
17403 Central Blvd
Jupiter, FL 33458

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference			
561-687-8536		561-687-8570	22003234				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
06/08/2022	5634	06/10/2022			Utilities Administration		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	WO 42: Geotechnical Services for W1817A The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	WO 42 Geotechnical Services for (W1817A) Wellhead and Electrical Improvements for SA Wells 8A-12A GL Account: 40151033 - 563402 - W1817			1.0		\$4,100.00	\$4,100.00
	\$4,100.00						

By: 
Authorized Signature

PO Total

\$4,100.00



Sample Pick-up

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
Jupiter, Florida 33458

Report Date: 10/11/2022 **Report #:** 001
Project #: 7112-22-207-A
Permit #:
Inspector: Yoisel Marimon

FIELD DATA

Test: Sample Pick Up - Modified Proctor
No. of Samples / Sets: 1
Sample Source: Existing Material
Visual Classification: Gray Sand with Rocks

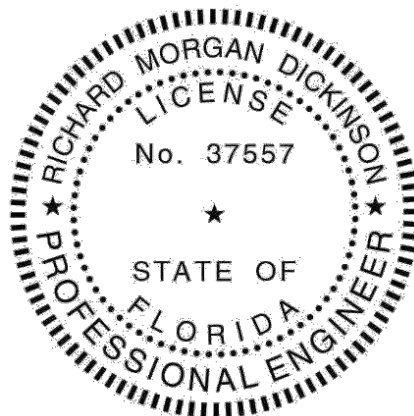
Field Activity Date: 10/05/2022

SUMMARY OF WORK PERFORMED

Remarks:

Report Copied to:

Amanda Barnes, Brittany George, Scott Pokorny, Jeff Holst



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Morgan Dickinson, on 10/11/2022 08:56 AM.

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Moisture Density Relationship - Proctor

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
Jupiter, Florida 33458

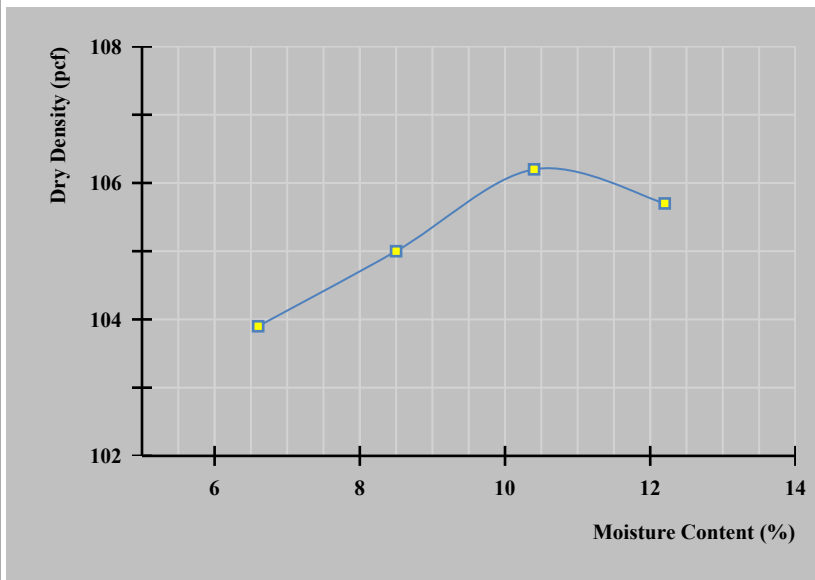
Report Date: 10/11/2022 **Report #:** 001-L1
Project #: 7112-22-207-A
Permit #:
Inspector: Juan Rosa

SAMPLE DETAILS

Sample Location /No:
Sample Source: Existing Material
Visual Classification: Gray Sand with Rocks
Test Procedure: Modified Proctor(AASHTO T-180)

Field Activity Date: 10/05/2022 **Proctor #:** L1

PROCTOR CURVE (MOISTURE DENSITY)



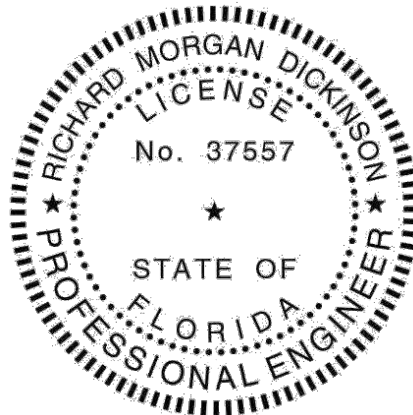
Test Results

Maximum Dry Density (pcf): 106.2
Optimum Moisture (%): 10.4 %

Remarks:

Report Copied to:

Amanda Barnes, Brittany George, Scott Pokorny, Jeff Holst



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The tests were performed in accordance with applicable ASTM, AASHTO, or DOT test methods. The results apply only to the samples received from the referenced location(s) and do not represent any other sample. This report shall not be reproduced except in full without permission.



Field Compaction Tests

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
 Jupiter, Florida 33458

Report Date: 10/11/2022 **Report #:** 002
Project #: 7112-22-207-A

Permit #:
Inspector: Yoisel Marimon

FIELD DATA

General Location: Electrical Room Duct Bank to Control Panel
Test Method: ASTM D-6938 (Nuclear)
Retest Required: ☐ Yes ☒ No
Gauge Make: Troxler **Gauge Model:** 3430

Field Activity Date: 10/05/2022
Project Specifications: 95 %
 Modified Proctor(AASHTO T-180)

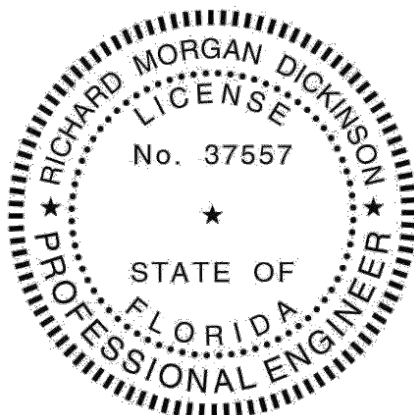
Test Date	Proctor Number	Soil Description	Max. Dry Density (pcf)	Optimum Moisture (%)
10/05/2022	L1	Gray Sand with Rocks	106.2	10.4

Test No	Elevation or Re-Test No	Depth (Inch)	Test Location	Proctor Max Density (lbs/ft ³)	Proctor Optimum Moisture (%)	Field Percent Moisture (%)	Field Dry Density (lbs/ft ³)	Percent Compaction (%)	Spec: 95 Meet Spec ?
1	1st Lift	12	100'W From Electrical Room	106.2	10.4	12.6	111.1	104.6	Yes

Remarks: Waiting on Inspector to show up, also waiting on lifts.

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Amanda Barnes, Brittany George, Scott Pokorny, Jeff Holst



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Notes: As requested, a representative from our company arrived on site as scheduled and performed the above test. These test results apply only to the specific locations noted and do not represent any other location. Reports may not be reproduced except in full, without permission.



Field Compaction Tests

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
 Jupiter, Florida 33458

Report Date: 10/11/2022 **Report #:** 003
Project #: 7112-22-207-A

Permit #:
Inspector: Yoisel Marimon

FIELD DATA

General Location: Electrical Room Trench N Side
Test Method: ASTM D-6938 (Nuclear)
Retest Required: ☐ Yes ☒ No

Field Activity Date: 10/06/2022
Project Specifications: 98 %
 Modified Proctor(AASHTO T-180)

Gauge Make: Troxler **Gauge Model:** 3430

Test Date	Proctor Number	Soil Description	Max. Dry Density (pcf)	Optimum Moisture (%)
10/05/2022	L1	Gray Sand with Rocks	106.2	10.4

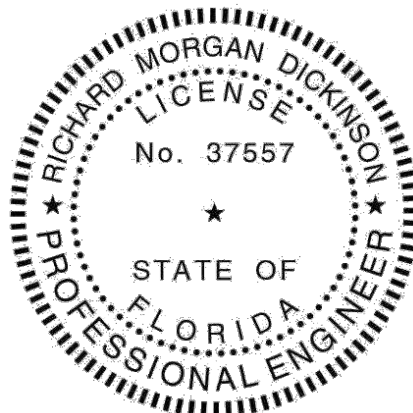
Test No	Elevation or Re-Test No	Depth (Inch)	Test Location	Proctor Max Density (lbs/ft ³)	Proctor Optimum Moisture (%)	Field Percent Moisture (%)	Field Dry Density (lbs/ft ³)	Percent Compaction (%)	Spec: 98 Meet Spec ?
1	1st Lift	12	50' N From Electrical Room	106.2	10.4	6.4	110.5	104	Yes
2	2nd Lift	12	50' N From Electrical Room	106.2	10.4	7.8	105.1	99	Yes

Remarks:

Report Copied to:

Amanda Barnes, Brittany George, Scott Pokorny, Jeff Holst

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Field Compaction Tests

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
 Jupiter, Florida 33458

Report Date: 10/11/2022 **Report #:** 004
Project #: 7112-22-207-A
Permit #:
Inspector: Yoisel Marimon

FIELD DATA

General Location: Electrical Room Trench N Side
Test Method: ASTM D-6938 (Nuclear)
Retest Required: ☐ Yes ☒ No
Gauge Make: Troxler **Gauge Model:** 3430

Field Activity Date: 10/07/2022
Project Specifications: 95 %
 Modified Proctor(AASHTO T-180)

Test Date	Proctor Number	Soil Description	Max. Dry Density (pcf)	Optimum Moisture (%)
10/05/2022	L1	Gray Sand with Rocks	106.2	10.4

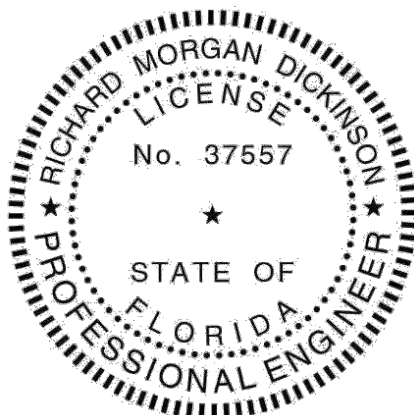
Test No	Elevation or Re-Test No	Depth (Inch)	Test Location	Proctor Max Density (lbs/ft ³)	Proctor Optimum Moisture (%)	Field Percent Moisture (%)	Field Dry Density (lbs/ft ³)	Percent Compaction (%)	Spec: 95 Meet Spec ?
1	3rd Lift	12	100' N From Electrical Room	106.2	10.4	4.2	105.0	98.9	Yes
2	2nd Lift	12	100' N From Electrical Room	106.2	10.4	3.8	105.7	99.5	Yes

Remarks:

Report Copied to:

Amanda Barnes, Brittany George, Scott Pokorny, Jeff Holst

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 Morgan Dickinson, on 10/11/2022 08:56 AM.



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Notes: As requested, a representative from our company arrived on site as scheduled and performed the above test. These test results apply only to the specific locations noted and do not represent any other location. Reports may not be reproduced except in full, without permission.



Field Compaction Tests

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
 Jupiter, Florida 33458

Report Date: 10/25/2022 **Report #:** 005
Project #: 7112-22-207-A
Permit #:
Inspector: Omar Casas

FIELD DATA

General Location: Well #12A Pad & Trench Backfill
Test Method: ASTM D-6938 (Nuclear)
Retest Required: ☒ Yes ☐ No
Gauge Make: Troxler **Gauge Model:** 3440 **Gauge S/N:** 18921

Field Activity Date: 10/21/2022
Project Specifications: 95 %
 Modified Proctor(AASHTO T-180)

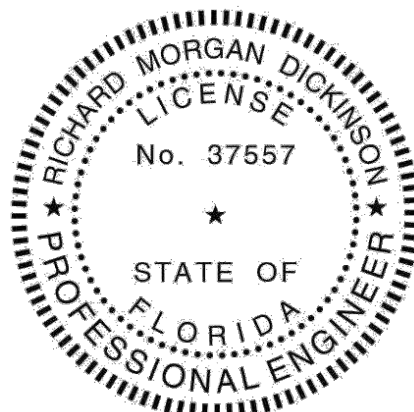
Test Date	Proctor Number	Soil Description	Max. Dry Density (pcf)	Optimum Moisture (%)
10/05/2022	L1	Gray Sand with Rocks	106.2	10.4

Test No	Elevation or Re-Test No	Depth (Inch)	Test Location	Proctor Max Density (lbs/ft ³)	Proctor Optimum Moisture (%)	Field Percent Moisture (%)	Field Dry Density (lbs/ft ³)	Percent Compaction (%)	Spec: 95 Meet Spec ?
1	Pad	12	East Side	106.2	10.4	10.5	92.1	86.7	No
2	Pad	12	West Side	106.2	10.4	25.8	76.5	72	No
3	Trench For Ground Wire	12	North	106.2	10.4	12.8	98.9	93.1	No
4	Trench For Ground Wire	12	East	106.2	10.4	10.5	106.9	100.7	Yes
5	Trench For Ground Wire	12	South Side (Green Area)	106.2	10.4	12.7	101.3	95.4	Yes

Remarks: Soil density Requirements is 98% Due To Green Area Test We Put Requirements on 95% On Today's Report.

Report Copied to:

Amanda Barnes, Brittany George, Scott Pokorny, Jeff Holst



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Notes: As requested, a representative from our company arrived on site as scheduled and performed the above test. These test results apply only to the specific locations noted and do not represent any other location. Reports may not be reproduced except in full, without permission.



Field Compaction Tests

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
Jupiter, Florida 33458

Report Date: 10/25/2022 **Report #:** 006
Project #: 7112-22-207-A
Permit #:
Inspector: Omar Casas

FIELD DATA

General Location: Well #12A Pad
Test Method: ASTM D-6938 (Nuclear)
Retest Required: ☒ Yes ☐ No
Gauge Make: Troxler **Gauge Model:** 3440 **Gauge S/N:** 18921

Field Activity Date: 10/21/2022
Project Specifications: 98 %
Modified Proctor(AASHTO T-180)

Test Date	Proctor Number	Soil Description	Max. Dry Density (pcf)	Optimum Moisture (%)
10/05/2022	L1	Gray Sand with Rocks	106.2	10.4

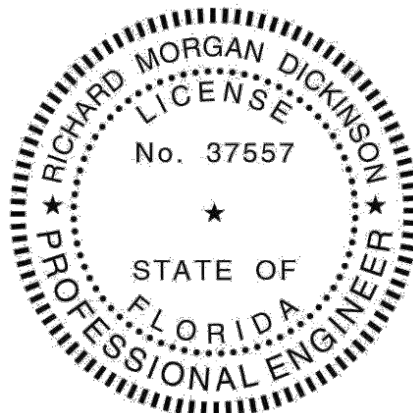
Test No	Elevation or Re-Test No	Depth (Inch)	Test Location	Proctor Max Density (lbs/ft ³)	Proctor Optimum Moisture (%)	Field Percent Moisture (%)	Field Dry Density (lbs/ft ³)	Percent Compaction (%)	Spec: 98 Meet Spec ?
1	Pad	12	West	106.2	10.4	18.1	89.6	84.4	No
2	Pad	12	East	106.2	10.4	11.7	98.1	92.4	No
3	Final Lift	12	Conduct Trench	106.2	10.4	6.5	97.8	92.1	No

Remarks:

Report Copied to:

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Field Compaction Tests

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
 Jupiter, Florida 33458

Report Date: 10/25/2022 **Report #:** 007
Project #: 7112-22-207-A
Permit #:
Inspector: Yoisel Marimon

FIELD DATA

General Location: Wellhead Pad
Test Method: ASTM D-6938 (Nuclear)
Retest Required: ☐ Yes ☒ No
Gauge Make: Troxler **Gauge Model:** 3430 **Gauge S/N:** 28286

Field Activity Date: 10/24/2022
Project Specifications: 98 %
 Modified Proctor(AASHTO T-180)

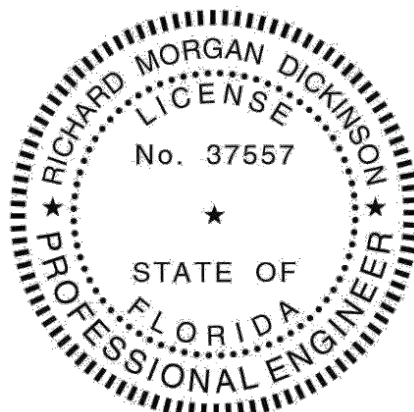
Test Date	Proctor Number	Soil Description	Max. Dry Density (pcf)	Optimum Moisture (%)
10/05/2022	L1	Gray Sand with Rocks	106.2	10.4

Test No	Elevation or Re-Test No	Depth (Inch)	Test Location	Proctor Max Density (lbs/ft ³)	Proctor Optimum Moisture (%)	Field Percent Moisture (%)	Field Dry Density (lbs/ft ³)	Percent Compaction (%)	Spec: 98 Meet Spec ?
1	Pad	12	Wellhead Pad	106.2	10.4	7.1	104.6	98.5	Yes

Remarks:

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Compressive Strength Concrete Test Specimens

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
 Jupiter, Florida 33458

Report Date: 11/02/2022 **Report #:** 008
Project #: 7112-22-207-A

Permit #:
Inspector: Yoisel Marimon

DESIGN DATA

Mix Type: **Strength:** 4500 psi @ 28 days
Mix Design: **Slump (Inches):** 4 **Air Content (%):**
Mix No / Proportions: 1518380 **Break Days:**

FIELD DATA

General Location: Wellhead Pad Pour
Date Placed: 10/24/2022 **Time Batched:** 11:08 AM **Time Sampled:** 12:09 PM **Time Cast:**
Supplier: Cemex **Weather:** **Truck Emptied:**
Ticket Number: 38866897 **No of Cylinders Cast:** 5 **Cylinders Size:** 4x8
Truck Number: 10065286 **Air Temperature (F):** 82 **Concrete Temp (F):** 80
Size of Load (cu. yds.): 10 **Extra Water Added:** **Water/Cement Ratio:**
Sampled By: Yoisel Marimon **Authorized By:**
Sampling Point: Truck _____ Gallons _____ Cubic Yards ☐ Before Slump Test ☐ After Slump Test

Slump (Inches): 5 **Air Content (% By Vol.):** N/A **Density/Unit Weight (PCF):** NR
 ASTM C143 ASTM C231 ASTM C138

Location of Placement: Wellhead Pad Pour

Remarks:

CONCRETE TEST SPECIMENS

Set No: 1

CYL. I.D.	Date Received	Date Tested	Age (Days)	Maximum Load (lbs)	Test Specimen Size			Test Strength (psi)	Tested by	Type of Break
					Dia 1 (in)	Dia 2 (in)	Area (Sq. in.)			
A	10/25/2022	10/31/2022	7	74,927	4.02	4.02	12.69	5900	OC	5
B	10/25/2022	11/21/2022	28							
C	10/25/2022	11/21/2022	28							
Specifications		28 days	4500 (psi)							

ASTM DATA				Y	N	N/A	Type of Break Codes for Cylinders					
Sampled to ASTM C-172				X			     					
Molded to ASTM C-31				X			Type 1					
Initially Cured to ASTM C-31				X			Type 2					
LAB Cured & Tested to ASTM C-31, C-39, C-511, C-617 and C-1231				X			Type 3					
							Type 4					
							Type 5					
							Type 6					
Are Cylinders made by Contractor?				Are Cylinders picked up by Contractor?			Results Comply			Results do not Comply		

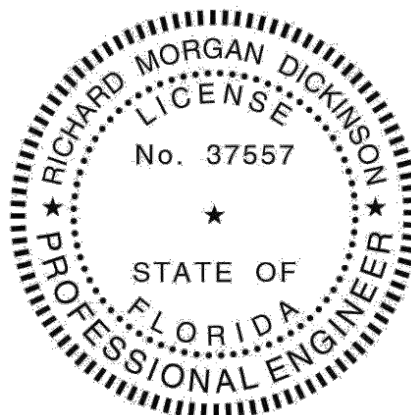
Report Copied to: Amanda Barnes, Brittany George, Scott Pokorny, Jeff Holst

____ No Air Performed

NR - Not Requested

Note: Tested in accordance to ASTM C-31 or AASHTO T-23.
 (Air content, Min/Max temperature at curing not performed unless noted above)

Field Representative: Yoisel Marimon



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Sample Pick-up

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
Jupiter, Florida 33458

Report Date: 10/25/2022 **Report #:** 009
Project #: 7112-22-207-A
Permit #:
Inspector: Yoisel Marimon

FIELD DATA

Test: Sample Pick Up - Concrete Pick Up
No. of Samples / Sets: 1
Sample Source: Concrete cylinders
Visual Classification:

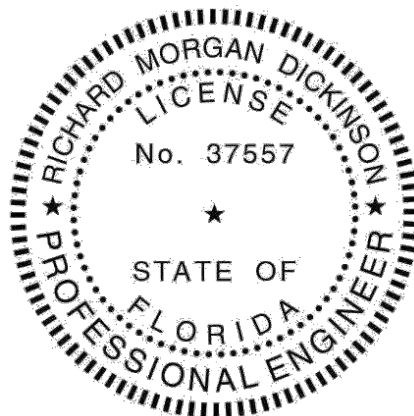
Field Activity Date: 10/25/2022

SUMMARY OF WORK PERFORMED

Remarks:

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Field Compaction Tests

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Well 12A (Toney Penna)
Address: 1451 Toney Penna Dr.
 Jupiter, Florida 33458

Report Date: 11/02/2022 **Report #:** 010
Project #: 7112-22-207-A
Permit #:
Inspector: Yosiel Marimon

FIELD DATA

General Location: Well Pipes Backfill Around Structure 12A
Test Method: ASTM D-6938 (Nuclear)
Retest Required: ☐ Yes ☒ No
Gauge Make: Troxler **Gauge Model:** 3430 **Gauge S/N:** 33788

Field Activity Date: 10/26/2022
Project Specifications: 95 %
 Modified Proctor(AASHTO T-180)

Test Date	Proctor Number	Soil Description	Max. Dry Density (pcf)	Optimum Moisture (%)
10/18/2022	L1	Light Brown Sugar Sand	102.0	14.7

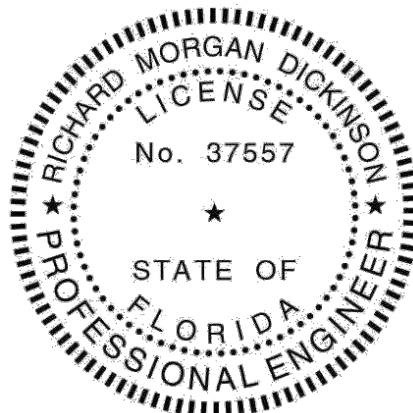
Test No	Elevation or Re-Test No	Depth (Inch)	Test Location	Proctor Max Density (lbs/ft ³)	Proctor Optimum Moisture (%)	Field Percent Moisture (%)	Field Dry Density (lbs/ft ³)	Percent Compaction (%)	Spec: 95 Meet Spec ?
1	2nd Lift	12	7'N from Well 12A	102.0	14.7	9.4	99.8	98	Yes
2	Final Lift	12	7'N and 5'E from Well 12A	102.0	14.7	6.7	97.9	96	Yes

Remarks:

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Field Compaction Tests

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Wells 8A-11A (Central Blvd.)
Address: 620 S Central Blvd.
 Jupiter, Florida 33458

Report Date: 10/20/2022 **Report #:** 001
Project #: 7112-22-207-B

Permit #:
Inspector: Omar Casas

FIELD DATA

General Location: Well Pad
Test Method: ASTM D-6938 (Nuclear)
Retest Required: ☐ Yes ☒ No

Field Activity Date: 10/18/2022
Project Specifications: 98 %
 Modified Proctor(AASHTO T-180)

Gauge Make: Troxler **Gauge Model:** 3440 **Gauge S/N:** 18921

Test Date	Proctor Number	Soil Description	Max. Dry Density (pcf)	Optimum Moisture (%)
10/18/2022	L1	Light Brown Sugar Sand	102.0	14.7

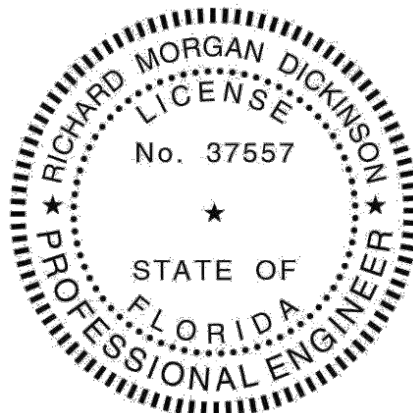
Test No	Elevation or Re-Test No	Depth (Inch)	Test Location	Proctor Max Density (lbs/ft ³)	Proctor Optimum Moisture (%)	Field Percent Moisture (%)	Field Dry Density (lbs/ft ³)	Percent Compaction (%)	Spec: 98 Meet Spec ?
1	Pad	12	Well 8A Pad (West)	102.0	14.7	7.3	103.8	101.8	Yes
2	Pad	12	Well 8A Pad (East)	102.0	14.7	6.9	102.5	100.5	Yes
3	Pad	12	Well 9A Pad (East)	102.0	14.7	9.0	104.3	102.3	Yes
4	Pad	12	Well 10A Pad (South)	102.0	14.7	11.6	104.7	102.6	Yes
5	Pad	12	Well 10A Pad (West)	102.0	14.7	10.7	104.3	102.3	Yes

Remarks:

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Sample Pick-up

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Wells 8A-11A (Central Blvd.)
Address: 620 S Central Blvd.
Jupiter, Florida 33458

Report Date: 10/20/2022 **Report #:** 002
Project #: 7112-22-207-B

Permit #:
Inspector: Omar Casas

FIELD DATA

Test: Sample Pick Up - Modified Proctor
No. of Samples / Sets: 1
Sample Source: On site Wells 8A-11A
Visual Classification: Light Brown Sugar Sand

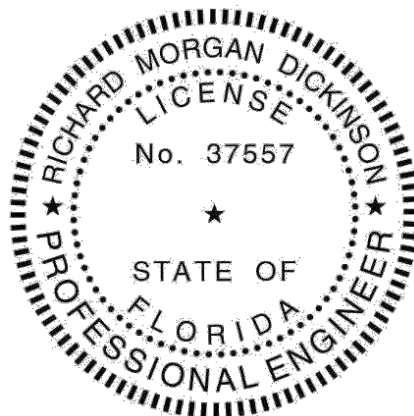
Field Activity Date: 10/18/2022

SUMMARY OF WORK PERFORMED

Remarks:

Report Copied to:

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Moisture Density Relationship - Proctor

Client: Town of Jupiter
Project: Wellhead and Electrical Improvements for SA Wells 8A-12A - Wells 8A-11A (Central Blvd.)
Address: 620 S Central Blvd.
Jupiter, Florida 33458

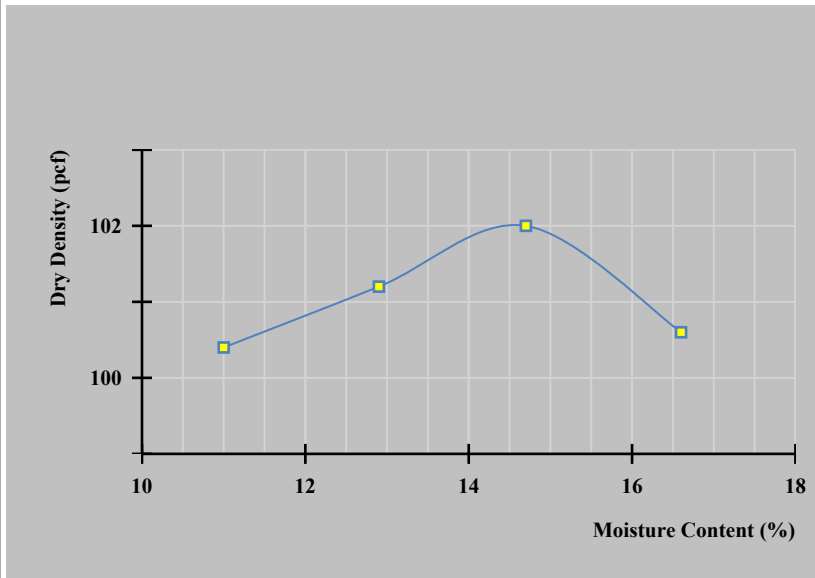
Report Date: 10/20/2022 **Report #:** 002-L1
Project #: 7112-22-207-B

Permit #:
Inspector: Juan Rosa

SAMPLE DETAILS

Sample Location /No: Field Activity Date: 10/18/2022 **Proctor #:** L1
Sample Source: On site Wells 8A-11A
Visual Classification: Light Brown Sugar Sand
Test Procedure: Modified Proctor(AASHTO T-180)

PROCTOR CURVE (MOISTURE DENSITY)



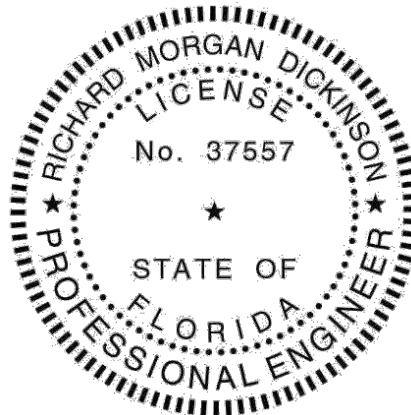
Test Results

Maximum Dry Density (pcf): 102
Optimum Moisture (%): 14.7 %

Remarks:

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The tests were performed in accordance with applicable ASTM, AASHTO, or DOT test methods. The results apply only to the samples received from the referenced location(s) and do not represent any other sample. This report shall not be reproduced except in full without permission.

ADDITIONAL INFORMATION

IN-HOUSE DRILLING CAPABILITIES. TSFGEO's in-house drilling capability features numerous in-house drill rigs. Our drill rigs were selected based on size and access capability. They allow us to provide a wide range of drilling capabilities for our clients.

Our Simco 2400 SK-1 multipurpose rig was selected for its ability to perform shallow SPT/auger borings and pavement coring for all geotechnical projects. The Simco 2400 has the capability of performing SPT/auger borings to depths up to 30 feet.



The Diedrich D-50, 2 CME 45C, CME 55 and Mobile B-57 Truck Mounted drill rigs are the industry standard for engineering and drilling firms. These drill rigs can perform all geotechnical projects using a variety of drilling methods and tools. The rigs are mounted on a Ford F-700, F-650 and International four-wheel drive truck, which can navigate the most demanding type of project sites. The CME 55 is mounted on an International four-wheel drive truck.



waterway/large bodies of water.

The CME 550 Mudbug and Diedrich D-25 Track rigs can perform SPT Borings for depths up to 150 feet. This rig allows access on projects where site conditions consist of soft or wet surface conditions. This rig can also be utilized in areas with up to 18 inches of standing water.

Additionally, we have tripod mounted and trailer mounted drilling equipment to be utilized in difficult access areas with limited space/clearance.

TSFGEO also has a pontoon boat for shallow water drilling and a barge for

IN-HOUSE LABORATORY. Our laboratories follow American Society for Testing and Materials (ASTM) and American Association of Highway and Transportation (AASHTO) standards, are certified by Construction Material Engineering Council, Inc. (CMEC), as well as validated by the Florida Department of Transportation (FDOT) and the United States Army Corp of Engineers (USACE). TSFGEO's trained and certified laboratory staff routinely performs physical properties testing of soil, rock, concrete, steel, asphalt, and composite building materials. These testing services are performed in support of all project phases, including site investigations and assessments, design, and construction. Our firm currently holds technical certifications to perform geotechnical engineering and construction materials testing services with FDOT, Palm Beach County, Miami-Dade County, as well as other agencies.

SOIL/AGGREGATE EQUIPMENT. Our lab is fully equipped with the following resources: Automatic Ram-Proctor/LBR; CBR-LBR Molds; LBR/CBR Load Cell-Automated; LBR/CBR Soaking Tanks; 4" & 6" Compaction Molds; Quart Mixer; Rock Crusher; Lbs. Scale, various readings; Ohaus Sensitive .01 Electronic Scale; Liquid Limit Device Manual; Oven 0-275oC; Soil Grinder; Organic Burner – Furnace; Hand

Proctor Hammers; Sieve Shakers; Gilson Testing Screens; Sample Splitters 1", 3/4", 3/8"; Shrinkage Limit Device; Electrical Liquid Limit Device; Hydrometer Equipment; Troxler Density/Moisture Gauges; Tares; Plastic Limit Equipment; 100 ML Graduated Cylinder; 150oC Mercury Thermometers; PH Meter; UCS Load Cell; LA Abrasion Machine; Permeability Permeameter –

Falling Head; and Carbonate Content Device. In addition to our laboratory equipment, our field technicians are assigned the following equipment: Pound scales, gram scales, sand cone density equipment, sleeve density equipment, calibrated dial hand Penetrometer with 1 extension, bucket augers with 3 extensions, 1 Speedy moisture kit, 1 Standard Proctor Hammer with 1/30 and 1/13.33 ft.3 compaction mold, Turbidity Meter, Cone Penetrometer, Resistivity equipment, and Vibration Monitoring equipment.



SPT Soil Samples



Field Load Test



LBR Soaking Tank

CONCRETE EQUIPMENT. Our lab is fully equipped with the following resources for concrete testing: Concrete Compression Machines; Capping Plates; Melting Pot for Capping Compound; Beam Molds; 2" Cube Molds; Sample Trimmer; Swiss Hammer/2 TypeN/1 TypeL; Temperature/Humidity Controlled Curing Room Capacity 400 Concrete Cylinders; Flow Cone for Grout; Rollmeter Type Air-Meters; Slump Cones; Cylinder Transporters; Flow Table Mortar Testing; and 16" Radial Table Saw Cutting Concrete Specimen. In addition to our laboratory equipment, our field technicians are assigned the following equipment: Slump cone, plate, rod, wheelbarrow, thermometer, air meter and cylinder molds.



NCAT Oven

ASPHALT EQUIPMENT. Our lab is fully equipped with the following resources for asphalt testing: Muffle Furnace; Thermolyne NCAT Asphalt Content Tester; Extruder; Specific Gravity Soak Tank; Marshall Load Cell; Marshall Hammer; and Rice Test Equipment.

MISCELLANEOUS EQUIPMENT. Floor Flatness Equipment (Allan Face); Windsor Probe; Rebar Locator; Fireproofing; Moisture Meter; Point Thickness Tester; Swiss Hammer.



Curing Room

RESOURCES

TSFGeo is unique in the vast array of resources we provide our clients. Within Florida, we have:

- ❖ Main office and CMEC/FDOT/USACE laboratory in West Palm Beach
- ❖ Additional offices in Miami-Dade County, Tampa, and Orange County
- ❖ 49+ employees, who are professional registered geotechnical, construction inspection and threshold inspectors, drillers, field and laboratory technicians, and support personnel.
- ❖ Continuing Contract Experience with over 20 Public Agencies
- ❖ State of Florida Registered Professional Engineers considered experts in all aspects of geotechnical engineering including design of deep and shallow foundations, slope stability, roadway soil survey, and ground improvement technique
- ❖ Large, diverse fleet of drill rigs as well as barge equipment.
- ❖ Trained, experienced and certified personnel and laboratory equipment capable of:
 - Meeting ASTM requirements for proctor, moisture/density, nuclear density, consolidation, and sieve analysis, as well as boring logs, soil property tests and LBR tests.
 - Meeting established American Society of Testing and Material (ASTM) requirements for slump tests, air tests and concrete compressions tests.
 - Performing soil testing services (Density testing, laboratory Proctor, Limerock Bearing Ratio (LBR), California Bearing Ratio (CBR), Sieve Analysis, etc.)
 - Providing field exploration services for Structures
 - Providing field exploration services for roadway (auger profile borings, permeability tests, pavement cores, pavement condition survey, etc.)
 - Performing laboratory services (Limerock Bearing Ratio, moisture content test, Atterberg limit, grain size distribution, etc.)
 - Performing concrete and asphalt inspection and testing services
 - Performing structural concrete sampling and testing.
- ❖ In-house equipment to meet all soils, construction materials sampling and analysis needs.
- ❖ Specializing in: buildings, highways, bridges, utilities, wastewater treatment facilities, communication towers, dams and levees, sinkhole remediation, ground improvement projects, water supply projects, landfills, slope stabilities analyses, distressed structure/foundation studies, educational facilities, airport construction, pavement design of municipal airports, municipal and international airports, pavement design and evaluation of residential, commercial, sports arenas, and land reclamation located throughout the southern and eastern regions of the United States.

F-2. PROPOSAL FORM

Please see the following pages for the Proposal Form

Part V – Proposal Form

Proposer Company Name: Tierra South Florida, Inc.

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR THE
GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING SERVICES CONTRACT
(W2413)**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned as Proposer does declare that no person or persons other than the Proposer herein named had any interest in this Proposal or in the contract to be taken, and that it is made without any connection with any other person making a Proposal for the same item(s), and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined this Request for Proposals and is thoroughly familiar with its provisions and with the quality, type and Scope of Services called for in the Statement of Work and the general scope of services as follows:

Professional geotechnical engineering and technical services related to geotechnical engineering design and construction materials testing on an as needed basis for various design and construction projects for both the Town of Jupiter Utilities and Engineering & Public Works Departments. This contract for services may be issued for up to three non-exclusive, continuing services contracts for an initial contract period of three (3) years, each renewable for one (1) additional three (3) year term by mutual agreement.

The undersigned further declares that he proposes to provide the services required by the contract within the specified time in this Proposal for the prices indicated within their proposal.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract within (15) days after being awarded the contract may forfeit his right to the contract and TOWN may choose to offer the contract to the next low Proposer or re-bid the contract.

The undersigned understands and accepts that the Contract commences on date of the agreement and that the Contract term is for three (3) consecutive years. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This Contract may be renewed at the end of the three (3) year term for one successive three (3) year term by mutual written agreement between the Town and the Consultant.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and Contractor will provide the Town of Jupiter with the information required to become a vendor for the Town and receive EFT payments.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this Bid.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 to 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

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PROCEED TO NEXT PAGE.

The undersigned states that this proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this proposal is true and correct.

SUBMITTAL DATE 2/27/2024

FIRM NAME Tierra South Florida, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 20-0282450
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Raj Krishnasamy, PE, President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL Raj@tsfgeo.com

BUSINESS ADDRESS 2765 Vista Parkway, Suite 10, West Palm Beach, FL

BUSINESS TELEPHONE 561-687-8536

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:
Raj Krishnasamy, PE, 2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:
Raj Krishnasamy, PE, 2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411

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PROCEED TO NEXT PAGE.

F-3. PROPSERS QUESTIONNAIRE

Please see the following pages for the Proposer's Questionnaire

Part VI – Proposer’s Questionnaire

PROPOSER’S QUESTIONNAIRE GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES CONTRACT (W2413)

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective firms to perform the work required. The Proposer waives any claim against the Town that might arise with respect to any decision concerning the qualifications of the proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturers or distributor, or any person, firm or corporation to furnish the Town of Jupiter any pertinent information requested by the Town deemed necessary to verify the information on this questionnaire.

This 27th day of February, 2024.

Tierra South Florida, Inc.
Name of Organization/Proposer

Submitted by: Raj Krishnasamy, PE, President
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other? (circle one)
2. If a Corporation, answer the following:

When incorporated October 17, 2003

In what State Florida

Name of Officers:

President Raj Krishnasamy, PE

Vice President Raj Krishnasamy, PE

Secretary Raj Krishnasamy, PE

Treasurer Raj Krishnasamy, PE

3. If a Partnership, answer the following:

Date of organization _____

General Limited Partnership _____

Name and address of each partner:

4. Firm's name and main office address, telephone, fax number, and e-mail address, or primary contact person for this Proposal:

Tierra South Florida, Inc. (TSFGeo), 2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411

Phone: 561-687-8536 / Fax: 561-687-8570

Raj Krishnasamy, PE, President - Raj@Tsfgeo.com / info@tsfgeo.com

5. Firm's previous names (if any) What year(s)

Raj & Assoc. _____

2000-2008 _____

6. How many years has your organization been in business? 16 years

7. Number of full-time personnel:

	Current	Maximum	Minimum
a. Partners	1	1	-----
b. Managers/Supervisors	7	7	-----
c. Engineers	8	8	-----
d. Field Technicians	14	14	-----
e. Laboratory Staff	4	4	-----
f. Other Staff (Drillers, Bldg Inspectors, Admin)	19	19	-----
g. Total number of fulltime personnel	49 *	49	-----

* there are a few engineers listed twice in the managers/supervisors area

8. Has the proposer or any principals of the applicant organization failed to qualify as a responsible Engineer; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No

9. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()

No (X)

If yes, please explain:

10. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

Not Applicable

11. List any judgments from lawsuits in the last five (5) years:

Not Applicable

12. List any criminal violations and/or convictions of the proposer and/or any of its principals:

Not Applicable

13. Is this firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?:

Yes ()

No (X)

If “Yes” was checked, include a copy of certificate with proposal.

(End of Proposer’s Questionnaire)

F-4. CLIENT REFERENCES

Please see the following pages for:

- ✓ 5 Reference Check Forms

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: <u>Tierra South Florida, Inc.</u>	
Reference Name: <u>Town of Jupiter</u>	
Person to Contact: <u>Ms. Amanda Barnes, PE</u>	
Job Title: <u>Utilities Director</u>	
Email: <u>amandab@jupiter.fl.us</u>	Telephone: <u>561-741-2537</u>

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: <u>Tierra South Florida, Inc.</u>	
Reference Name: <u>City of Boca Raton</u>	
Person to Contact: <u>Ms. Talia Garcia, P.E., ENV SP, LEED ® A.P.</u>	
Job Title: <u>Utilities Engineering Manager</u>	
Email: <u>tgarcia@myboca.us</u>	Telephone: <u>561-338-7307</u>

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: <u>Tierra South Florida, Inc.</u>	
Reference Name: <u>School District of Palm Beach County</u>	
Person to Contact: <u>Mr. David G. Dolan, MBA</u>	
Job Title: <u>Chief of Facilities Management</u>	
Email: <u>david.dolan@palmbeachschools.org</u>	Telephone: <u>(561) 882-1923</u>

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: <u>Tierra South Florida, Inc.</u>	
Reference Name: <u>Solid Waste Authority of Palm Beach County</u>	
Person to Contact: <u>Mr. Ramana Kari, PE, BCEE</u>	
Job Title: <u>Chief Engineer</u>	
Email: <u>rkari@swa.org</u>	Telephone: <u>561-640-4000 ext 4627</u>

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Reference Check Form

Proposer Instructions: Fill out top (box) portion only. (Please print or type).

Town of Jupiter RFP Number: W2413	
Town of Jupiter Project Name: Geotechnical Engineering and Construction Materials Testing Services Contract	
Firm / Proposer Name: <u>Tierra South Florida, Inc.</u>	
Reference Name: <u>City of Sunrise</u>	
Person to Contact: <u>Mr. Alan Gavazzi, AIA</u>	
Job Title: <u>Capital Projects Director Utilities/Public Works/Capital Projects</u>	
Email: <u>agavazzi@sunrise@sunrisefl.gov</u>	Telephone: <u>(954) 572-2487</u>

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a contract/project reference. Please complete the information below and return by e-mail within five (5) days to stevenm@jupiter.fl.us.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems were encountered (claims)? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

F-5. QUALITY ASSURANCE AND QUALITY CONTROL

On the following pages, please find TSFGEO's QA/QC Program



**TESTING LABORATORY
QUALITY ASSURANCE/ QUALITY CONTROL PROGRAM**

IMPORTANT NOTES

I. ORGANIZATION AND ORGANIZATIONAL POLICIES

A. ORGANIZATION

Legal Name: Tierra South Florida, Inc.

Main Office Address: 2765 Vista Parkway, Suite 9-10
West Palm Beach, FL 33411

Ownership: Mr. Raj Krishnasamy, P.E.

Principals:

Position	Name	Other Affiliation
Chief Executive Officer	Raj Krishnasamy, P.E.	
President	Raj Krishnasamy, P.E.	
Vice President	N/A	
Secretary	Raj Krishnasamy, P.E.	
Treasurer	Raj Krishnasamy, P.E.	

Tierra South Florida, Inc. is a corporation registered in the State of Florida in October 2003.

B. ORGANIZATIONAL POLICIES

Tierra South Florida, Inc. is a consulting firm disciplined in geotechnical engineering and construction materials and inspection. Tierra South Florida's primary market is minority business set aside, providing services to architectural and engineering firms and federal, state and local government agencies. Tierra South Florida is a Florida corporation, established in October, 2003. Corporate headquarters are located in West Palm Beach, Florida.

Tierra South Florida, Inc. employs a staff of more than 30 individuals including registered professional engineers and certified engineering technicians.

Quality Assurance Program Statement of Purpose

Tierra South Florida is committed to maintaining a documented quality assurance program which complies with corporate quality policies, client and regulatory requirements, quality codes and standards and other applicable specifications. The Quality Assurance program is designed to conform that services supplied by Tierra South Florida meet the required standards of performance, reliability, validity and quality.

Scope

This quality assurance program applies to all Tierra South Florida branch offices and project operations. The purpose of this Quality System Manual is to establish a framework of QA procedures to assist all branch offices and field personnel in maintaining consistently high quality standards throughout the company.

These procedures apply to all Tierra South Florida personnel who are responsible for the implementation of field and laboratory testing and inspections. The procedures presented are comprehensive and specifically address the measures required to attain the degree of quality control necessary where the full range of office, field and laboratory services are performed. Construction Services (CS) Department managers will have the responsibility of defining which procedures utilized to satisfy specific project and client requirements.

II. STAFF

A. POSITION REQUIREMENTS

1. PROFESSIONAL ENGINEER

Tierra South Florida, Inc. Requirements for Principal Engineer

The Principal Engineer position requires the following qualifications:

- Registered professional engineer with at least 15 years experience in inspecting and testing of materials and construction.
- Must be familiar with and be able to use laboratory test results for engineering analysis and recommendations.
- Must be familiar with AASHTO, ASTM, USACE and FDOT standards for testing and inspection.
- Must be a motivated individual with excellent oral and written communication skills.
- Must be able to manage several projects and personalities simultaneously with a positive, effective attitude.

Must have a proven record in business development. Must develop, manage and execute marketing plans.

Must be able to recruit new staff and cultivate and grow existing, capable, energetic engineering staff into profitable project managers and client-servers.

The Principal Engineer supervises the Lab Manager in the performing of his duties of materials testing and inspection.

The Principal Engineer supervises engineering testing techs involved in performing lab and field testing, and reviews their reports prior to final review and signature

The Principal Engineer is supervised by the President.

2. FIELD MANAGER

Tierra South Florida, Inc. Requirements for Field Manager

The Field Manager position requires the following qualifications:

- At least 5 years experience in inspecting and testing of materials and construction.

- Must be familiar with and be able to use laboratory test results for engineering analysis and recommendations.
- Must be familiar with AASHTO, ASTM, USACE and FDOT standards for testing and inspection.
- Must be a motivated individual with excellent oral and written communication skills.
- Must be able to manage several projects and personalities simultaneously with a positive, effective attitude.
- NICET Level 1

The Principal Engineer supervises the Field Manager.

3. LABORATORY MANAGER

Tierra South Florida, Inc.

Requirements for Laboratory Manager

The Lab Manager position requires the following qualifications:

- Must have at least 5 years experience performing various asphalt, earthwork, concrete, masonry, cement, and aggregate testing, both in the field and in the laboratory. Should also have Inspection experience with batch plants and field placements.
- Must be thoroughly familiar with AASHTO, ASTM, USACE and FDOT procedures and specifications. Must be qualified by governing authority (AASHTO, ASTM and/or FDOT) for specific tests.
- Must be a motivated individual with excellent oral and written communication skills.
- Must be at least Level II NICET familiar with ASTM procedures. (The current Lab Manager is enrolled in the NICET certification program, and has approved 6 out of 16 sessions of the program – under NICET Level 1.)

The Lab Manager supervises engineering testing techs involved in performing lab and field testing, and reviews their reports prior to being forwarded to the Senior Engineer for final review and signature.

The Lab Manager is supervised by the Principal Engineer.

4. LABORATORY ASSISTANT

Tierra South Florida, Inc.

Requirements for Laboratory Assistant

The Lab Assistant position requires the following qualifications:

- Must have construction related activity experience a four year degree, or equivalent, with emphasis in engineering, architect or construction.
- Must be a motivated individual with excellent oral and written communication skills.
- Must be trained by ACI, CTQP programs and familiar with AASHTO procedures and requirements

The Lab Assistant is supervised by the Principal Engineer and Lab Manager.

5. ENGINEERING TECHNICIAN

Tierra South Florida, Inc.

Requirements for Engineering Technician

The Engineering Technician position requires the following qualifications:

- Must have at least 1 year experience in construction performing various asphalt, earthwork, concrete, masonry. Must have a 4 year degree or equivalent with emphasis in sciences or construction.
- Must be a motivated individual with excellent oral and written communication skills.
- Must be able to travel and have a clean driving record.

The Engineer Technician is supervised by the Principal Engineer and Lab Manager.

B. TRAINING

STAFF TRAINING PROGRAM FOR TESTING TECHNICIANS

The Principal Engineer is responsible for implementing the training programs and maintaining records. Distribution of all records is copied to the Lab Manager. The training records shall be retained in the Quality Manual in the Principal Engineer's office for a minimum of 5 years.

The following procedure shall be followed for each test:

1. The trainee is given a copy of the test method he/she is to perform.
2. The trainee studies the procedure, test report form, equipment and calculations to become familiar with the test.
3. The Lab Manager or assistant will first demonstrate the procedure and calculations for each test.
4. The trainee should repeat the test procedure until proficiency is demonstrated.
5. The Principal Engineer and Lab Manager will observe the trainee demonstrate the procedure, and acknowledge his ability to perform the test. The acknowledgement is recorded and included in the trainee's training record. The training program is conducted on a yearly basis or as necessary based on performance.
6. The lab manager or assistant are required to perform AMRL or CMEC proficiency sample tests.
7. All training record forms and evaluation forms are kept in the Quality Manual.
8. Training for FDOT is performed by CTQP or other certified providers. This includes attendance to classes and proficiency exams

C. EVALUATING COMPETENCY

METHOD FOR REVIEWING TECHNICIAN COMPETENCY

The Principal Engineer is responsible for evaluating their testing technician's competency at least once every year by requiring each technician to demonstrate his ability to perform the AASHTO, ASTM, USACE and/or FDOT test procedures for which they have been trained to perform. The Lab Manager and Lab Assistant are given proficiency samples from CMEC, AASHTO and FDOT for competency evaluation.

Every 5 years the Technicians are certified by ACI or FDOT-CTQP. On that 5th year we accept the Certifications and will not perform in-house competency. The competency evaluations forms should be retained in the Quality Manual, located in the Lab Manager's office, with an additional copy in the Principal's office.

Tests that are routinely performed correctly within the one year period do not have to be re-evaluated. If the tech has not performed a test within the past year, he/she shall be permitted to increase his/her proficiency through practice prior to being observed by the Senior Engineer and Lab Manager.

For each technician, the Principal Engineer shall record the test demonstrated, the date of the demonstration, and the results of the evaluation. The Lab Manager shall sign each entry on the evaluation record.

If an unsatisfactory result is observed for a specific test, the Senior Engineer shall point out the deficiencies, review the test procedure with the technician, and have the tech re-demonstrate the test to a satisfactory result.

1. EVALUATION RECORDS – SAMPLE FORM

**** (Technician Training & Evaluation Records are included in the Quality Manual)**

TECHNICIAN TRAINING AND EVALUATION RECORD

Lab Manager: _____

[illegible]

III. FACILITIES AND EQUIPMENT

A. PROCEDURES RELATED TO PROFICIENCY TESTING

General:

It is the responsibility of the Principal Engineer to review all reports pertaining to proficiency sample testing, on-site inspections, and quality system evaluations. The Principal Engineer receives a detailed copy of the inspection reports, evaluations, and any corrective actions that will be taken. If the Principal Engineer adds corrective steps, the Lab Manager will be notified. Reports covered in this quality system are maintained on file in the Lab Manager's office and Principle's office.

Proficiency Sample Testing:

***Participation: CMEC
FDOT - CTQP***

Identifying Poor Test Results:

Any test result that is greater than two standard deviations from the group average value.

Procedures to Follow When Poor Results Occur:

1. Check the report submitted for correct data entry.
2. Check that the data transferred from the worksheet to the report was correct.
3. Check the calculations on the worksheet.
4. Check that the equipment used to perform the test meets spec.
5. Repair or replace equipment if necessary.
6. Evaluate the technician that performed the test.

B. PROCEDURES RELATED TO ON-SITE INSPECTIONS

***Participation: CMEC
FDOT – CTQP
USACE***

Procedures to Follow When Deficiencies are Reported:

(Apparatus Deficiencies)

1. Determine if equipment meets specification requirements.
2. If equipment is found to be defective take necessary steps to repair or replace it.

(Procedural Deficiencies)

1. Review the procedural deficiency with the technician that performed the test.
2. Observe the technician perform the test properly.

(Quality System Deficiencies)

1. The Principal Engineer reviews the deficiencies cited by the evaluator with the responsible technician.
2. Corrective actions are taken.

C. EQUIPMENT CALIBRATION/ VERIFICATION POLICIES AND PROCEDURES

General Policies:

1. Required equipment used shall be calibrated at specific intervals following the general procedures indicated in this manual.
2. Newly acquired equipment without manufacturer's certification and equipment that has not been calibrated or verified because it has not been in service shall be calibrated or verified before being placed in service.
3. When any of the equipment has been overloaded, mishandled, giving suspect test results, or is not meeting specification tolerances, the Senior Engineer will remove the test equipment from service and tag it for repair. The equipment must be repaired to meet specification tolerances, and then calibrated prior to returning to service.

General Procedures:

1. The Principal Engineer will maintain a record on each piece of equipment requiring calibration or verification. The record for each piece of equipment shall contain dated, detailed records of calibration or verification performed. These records will be kept in the Quality System Manual, and a system of cards located in the Principal Engineer's office.
2. The Principal Engineer will keep a schedule which contains a list of equipment and the date each needs to be calibrated or verified that month.
3. The Principal Engineer will review all calibration and verification records.
4. In-house calibration and verification procedures are found in the Quality System Manual. AASHTO and ASTM calibration procedures are provided in the reference manuals.
5. The in-house equipment used to calibrate or verify test equipment, such as a thermometer, shall have a certificate included in the Quality System Manual.

EQUIPMENT CALIBRATION AND VERIFICATION INFORMATION

Calibration Statement: All testing and measurement devices are calibrated according to Tierra South Florida's Quality Control Procedures Manual.

EQUIPMENT CALIBRATION/VERIFICATION AND MAINTENANCE POLICIES AND PROCEDURES

Procedure/Calibration:

All procedures for calibration/verification are located in the Quality Manual. Procedures for outlining customary tests or services provided by the laboratory are also included in the Quality Manual.

Maintenance:

To better track equipment maintenance, including records and procedures the Principal Engineer, Mr. Morgan Dickinson, P.E. uses a system of cards by month and dates. The equipment that requires maintenance is written down in the cards and action is taken by Laboratory Manager. The procedure is repeated every three months.

1. Every 3 months, the laboratory manager will inspect all equipment listed on the cards for that particular month. The same equipment is written down in the Quality Manual.
2. Following inspection, the lab manager will determine if the equipment can be greased, adjusted or bolted to meet specifications.

3. Equipment that is beyond normal repair will be sent out to manufacturer or replaced with a new one.

All records for equipment maintenance, including equipment type, results and actions are included in the Quality Manual.

IV. TEST RECORDS AND REPORTS

TEST RECORDS and REPORTS

SOIL

Preparing Sample Log:

Each sample brought into the lab for testing is recorded on a schedule board maintained by the Lab Manager. The following is recorded for each sample in a separate assignment sheet.

1. Sample number
2. Name and contact number
3. Description of the material
4. Location from which the sample was taken
5. Name of the person who sampled the material
6. Date of sampling
7. Date sample was received in the materials lab
8. Date testing was completed.
9. Name of the testing tech.

Preparing and Checking Test Reports:

Test reports are recorded on standard materials worksheets that are submitted to the Principal Engineer for review prior to typing. One copy is sent to the client and the originals along with the worksheets are kept in the project file for one week.

CONCRETE

Preparing Sample Log: Each cylinder is checked for date made, project name and set number. The cylinder set is logged by original date, project name and stripped of outside mold. The cylinder is numbered according to record log and placed in curing room.

Preparing and Checking Test Reports: Test reports are recorded on standard materials worksheets that are submitted to the Principal Engineer for review prior to typing. One copy is sent to the client and the originals along with the worksheets are kept in the project file for one week.

PROCEDURE TO AMEND REPORTS

Once the report is issued to the client and a revision occurs, the corrected or missing information is added to the report. A note next to or below the project/report number is added indicating this new report is a revision. A new date of revision replaces the previous one.

V. SAMPLE MANAGEMENT

SAMPLE MANAGEMENT

SOIL

Identification: Each soil sample shall be tagged. Each tag shall have the client name, project name, sample location, amount of material sample represents, tests required, and date.

Storage: Samples are kept in a dry condition away from contamination until testing is to be done. A rack is used to store, and lay-out the samples to dry.

Retention: Samples with acceptable test results are generally discarded when testing is completed. Samples with failing test results are retained until review of the results is complete. At that time the decision is made to retain or discard the sample.

Disposal: All materials are discarded in a safe and non-hazardous manner. A dumpster is located outside the laboratory. The dumpster is emptied weekly.

CONCRETE

Identification: Each concrete cylinder is marked. Each cylinder shall have the project name, date, and sample number.

Storage: Samples are kept in a curing room with the proper temperature and humidity until testing.

Retention: Samples with acceptable test results are generally discarded when testing is completed. Samples with failing test results are retained until review of the results, cylinders and a hold cylinder is marked for 56 day break.

Disposal: All materials are discarded in a safe and non-hazardous manner. A dumpster is located outside the laboratory. The dumpster is emptied weekly.

VI. DIAGNOSTIC AND CORRECTIVE ACTION

PROCEDURE FOR HANDLING TECHNICAL COMPLAINTS

Upon receipt of a technical complaint, the following actions shall be taken:

1. The Principal Engineer and Lab Manager shall be notified.
2. The Lab Manager contacts the source of the complaint to verify the specifics of the complaint and establish a resolution date (if necessary).
3. All specific technical data shall be reviewed by the Lab Manager, and all calculations shall be checked for accuracy.
4. The technician(s) performing the test is (are) consulted by the Lab Manager to discuss the specific circumstances.
5. Lab Manager reports all information gathered to the Senior Engineer.
6. The Principal Engineer shall formulate an appropriate reply and issue it to the compliance.

VII. INTERNAL QUALITY SYSTEM REVIEW

A. PROCEDURES RELATED TO PROFICIENCY TESTING

INTERNAL QUALITY SYSTEM REVIEW

The Principal Engineer shall review the following records, reports and associated documentation every year to assure that the established quality procedures are being followed. The scope of internal quality system reviews include:

1. Proficiency sample reports
2. On-site inspection reports
3. External quality system evaluation reports
4. Equipment calibration, verification, inspection and maintenance records
5. Testing technicians training records
6. Testing technicians evaluation records
7. Quality Control Manual

After each 12-month review the Principal Engineer will discuss any deficiencies noted with the appropriate staff, including the President of the Organization, to ensure that all corrective actions are taken. All documents reviewed for this internal quality system are located in the Quality System Manual.

B. TRACK OF CALIBRATIONS, VERIFICATION AND INSPECTION RECORDS

Calibration records are maintained in the Principal's office and performed by the lab manager on the specified dates and calibration frequencies. To better track and manage the calibration procedures we use a system of cards by months and dates. The equipment that requires inspection and calibration is written down on the card and tracked by the Principal on a monthly basis.

New equipment will be added to the inventory list and defective equipment will be either repaired by an outside vendor or removed from service.

The cards are kept in the Principal's office.

VIII. SUBCONTRACTING

SUBCONTRACTING

This document refers to AASHTO R 18 Section 6.8 and ASTM D 3666 Section 9.1.8.

At this time (Tierra South Florida, Inc.) uses subcontractors to provide calibration services for some laboratory equipment.

Tierra South Florida, Inc. chooses its subcontractors from a list of sub-contractors and vendors that have been pre-approved to perform work for the company, based on experience and credentials. Throughout the years, Tierra South Florida, Inc. has established close relationships with subcontractors that we feel can provide reliable outside services in case of need. We have selected these firms based on their experience, accreditations, and personal knowledge of their operations.

PROCEDURES FOR REPORTING TEST RESULTS BY SUBCONTRACTORS

We have engaged in cross-training with some of the subcontractor's laboratory and field personnel in order to provide a better level of comfort. In some cases our inspectors or technicians are present while the subcontractor performs the tests.

The information attained from these subcontractors goes through our quality control review that includes knowledge of the test procedures, anticipated results and local conditions prior to issuing to clients. The final information to the client includes a cover letter indicating that the tests were performed by others and we concur with the information provided. Original signed and sealed reports from the subcontractors are attached to the cover letter.

IX. INSPECTIONS BY AGENCIES - ACCREDITATIONS

Tierra South Florida, Inc., committed to monitoring quality assurance programs which comply with corporate quality policies and various agency requirements, gets inspections and accreditations by the following agencies:

Recognition, Validation, and Accreditations Names	Types of Materials Testing Services	Qualification Dates	Reviews
CMEC	Soils, Aggregate, Concrete, Asphalt, Masonry	March 2011	Yearly
FDOT	Soils, Aggregate, Concrete	March 2010	Yearly
USACE	Soils, Aggregate, Concrete	December 2016	Every 3 Years

F-6. PROFESSIONAL LICENSES AND CERTIFICATIONS

State of Florida

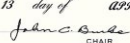


Board of Professional Engineers

Attests that
Tierra South Florida, Inc.

Has satisfied the requirements of Section 471.023, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.



Witness the Seal of the Board and the Signature
of the Board's duly authorized Chair
this 13 day of APR 20 08

CHAIR

CERTIFICATE OF
AUTHORIZATION NO. 28073
FEMC-CA-022809-108-I

State of Florida
Department of State

I certify from the records of this office that TIERRA SOUTH FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on October 7, 2003, effective October 17, 2003.

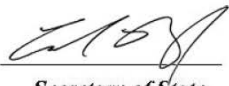
The document number of this corporation is P03000110144.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 3, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2024*




Secretary of State

Tracking Number: 1134523903CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida



Department of State

I certify from the records of this office that TSFGEO is a Fictitious Name registered with the Department of State on November 12, 2020.

The Registration Number of this Fictitious Name is G20000145386.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of November, 2020

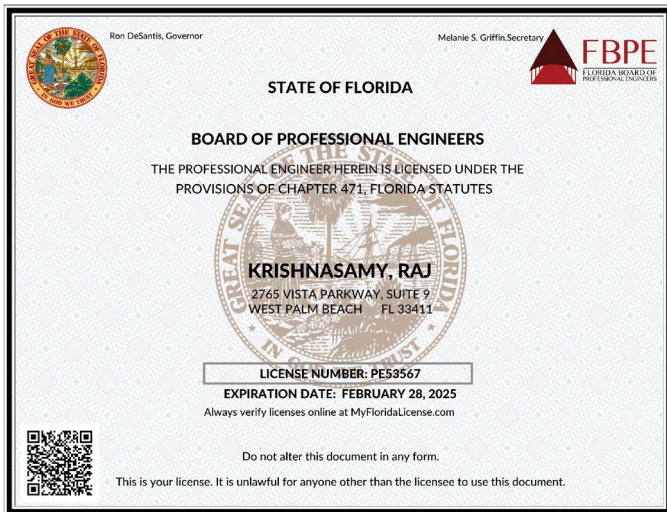


CR2E022 (01-11)

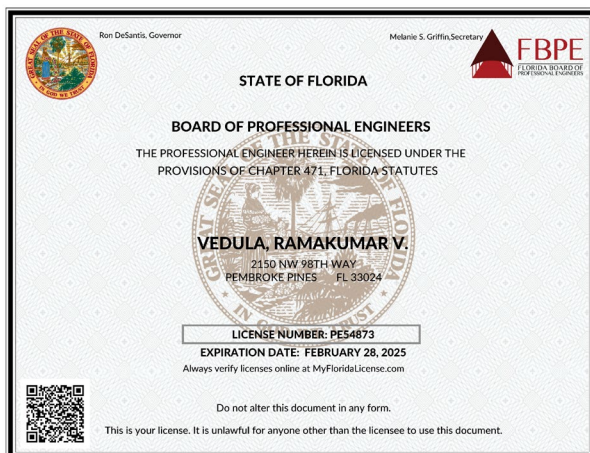
Laurel M. Lee

Secretary of State

Professional Licenses for Key Personnel

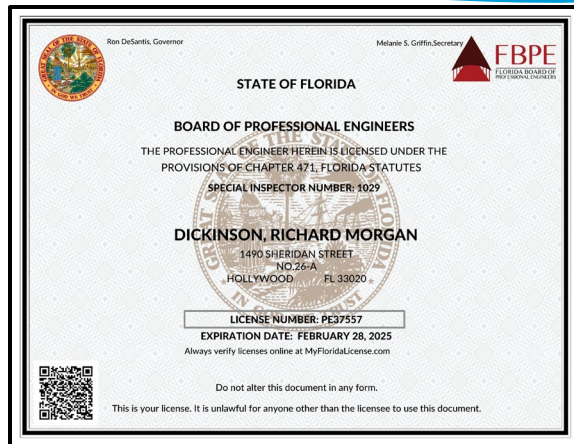


Raj Krishnasamy, P.E., FL P.E. 53567
Expires 2/28/2025

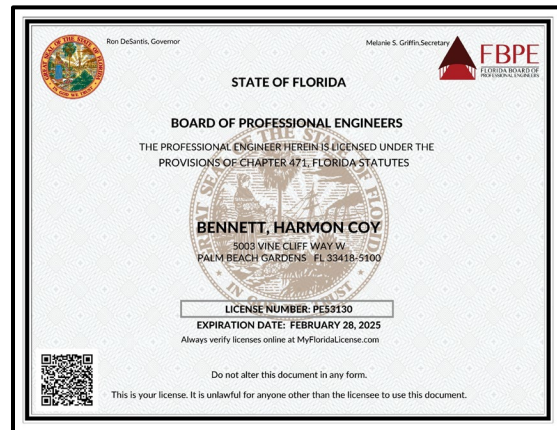


Kumar Vedula, P.E.,
FL P.E. 54873
Expires 2/28/2025

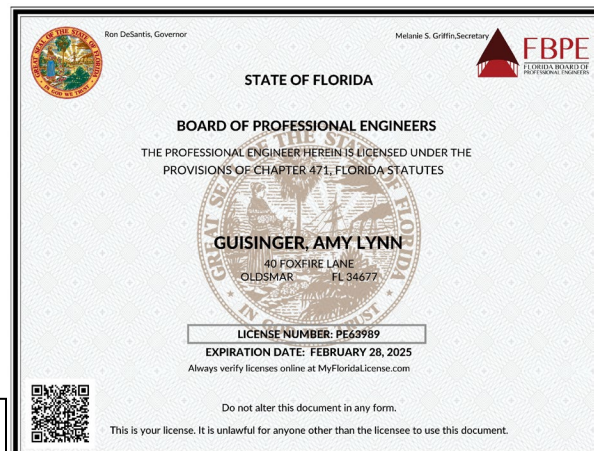
Amy Guisinger, PE,
FL PE 63989
Expires 2/28/2025



Morgan Dickinson, P.E., S.I.,
FL P.E. 37557; S.I. 1029
Expires 2/28/2025



Harmon C. Bennett, P.E.,
FL P.E. 53130
Expires 2/28/2025





ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2765 VISTA PARKWAY STE 9
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER	KRISHNASAMY RAJ	53567	B23.666990 07/20/2023	\$33.00	B40121948

This document is valid only when receipted by the Tax Collector's Office.



TIERRA SOUTH FLORIDA INC
TIERRA SOUTH FLORIDA INC
2765 VISTA PKWY STE 9
WEST PALM BEACH FL 33411-2734

**STATE OF FLORIDA
PALM BEACH COUNTY**
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201004137
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
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P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2765 VISTA PARKWAY STE 9
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER BUSINESS	KRISHNASAMY RAJ	28073	B23.666999 07/20/2023	\$33.00	B40121949

This document is valid only when receipted by the Tax Collector's Office.



2 - 282

TIERRA SOUTH FLORIDA INC
TIERRA SOUTH FLORIDA INC
2765 VISTA PKWY STE 9
WEST PALM BEACH FL 33411-2734

**STATE OF FLORIDA
PALM BEACH COUNTY**
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200817991
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

PROOF OF INSURANCE



TIER-SOU-01

EMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102		CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com															
INSURED Tierra South Florida, Inc 2765 Vista Parkway Suite H7-H10 West Palm Beach, FL 33411		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Company</td> <td>19445</td> </tr> <tr> <td>INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA A (XV)</td> <td>19445</td> </tr> <tr> <td>INSURER C : Continental Insurance Company A(XV)</td> <td>35289</td> </tr> <tr> <td>INSURER D : Endurance American Specialty A+, XV</td> <td>41718</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Company	19445	INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA A (XV)	19445	INSURER C : Continental Insurance Company A(XV)	35289	INSURER D : Endurance American Specialty A+, XV	41718	INSURER E :		INSURER F :	
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INSURER D : Endurance American Specialty A+, XV	41718																
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR		9925653	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ PRO-JECT ☐ LOC					
	OTHER:					
B	☒ AUTOMOBILE LIABILITY		4544957	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE	6072223686	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		039326871	6/1/2023	6/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below					
D	Professional Liab.		DPL30020041901	6/1/2023	6/1/2024	Per Claim 1,000,000
D	Liability		DPL30020041901	6/1/2023	6/1/2024	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation policy includes USL&H coverage.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 22, 2023

Raj Krishnasamy, President
TIERRA SOUTH FLORIDA, INC.
2765 Vista Parkway, Suite 10
West Palm Beach, Florida 33411

Dear Mr. Krishnasamy:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 9 - Soil Exploration, Material Testing and Foundations
- 9.1 - Soil Exploration
 - 9.2 - Geotechnical Classification Laboratory Testing
 - 9.3 - Highway Materials Testing
 - 9.4.1 - Standard Foundation Studies
 - 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
 - 9.5 - Geotechnical Specialty Laboratory Testing
- Group 10 - Construction Engineering Inspection
- 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
269.77%	215.86%	1.931%	Reimbursed	No	17.95%	27.25%*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Tierra South Florida, Inc. is a certified Disadvantaged Business Enterprise with the State of Florida.



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

October 1, 2009

Certified Mail – Return Receipt Requested

Tierra South of Florida, Inc.
Mr. Raj Krishnasamy, P.E.
2765 Vista Parkway, Suite 9
West Palm Beach FL 33411

ANNIVERSARY DATE – Annually on September 30

Dear Mr. Krishnasamy:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date**. You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date**. Failure to do so will result in immediate action to remove certification.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firm's DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <http://www.bipincwebapps.com/biznetflorida/> or through The Department's website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is **NOT** a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-If, at any time, there is a material change, you **must advise this office, by sworn affidavit and supporting documents, within thirty (30) days.** Changes

include, but are not limited to, ownership, officers, Directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals, or the physical location of your firm. After our review you should receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure, on your part, to cooperate, and will result in immediate action to Remove DBE certification.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS:	FDOT Specialty Code & Description
541330	943-Geotechnical Engineering Services
541380	944-Laboratory Testing Services

All other concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879

Sincerely,


John Goodeman
DBE Certification Manager

Laboratory Certifications

Tierra South Florida, Inc.

2765 Vista Parkway, H10
West Palm Beach, FL 33411
United States

AGGREGATE
ASTM Methods: C1077, C117, C127, C128, C131, C136, C566, C702, E329
AASHTO Methods: R76, T11, T255, T27, T84, T85, T96

CONCRETE
ASTM Methods: C1864, C1877, C1231, C138, C143, C1811, C1621, C172, C173, C1758, C231, C31, C39, C42, C496, C511, C78, E329
AASHTO Methods: M201, R106, R90, T119, T121, T152, T196, T198, T22, T24, T309, T345, T347, T97

FIRE PROOFING
ASTM Methods: E605, E736

HOT MIX ASPHALT
ASTM Methods: D2041, D2726, D3666, D5444, D6307, D6926, D6927
AASHTO Methods: R68, T198, T269, T245, T30, T308

MASONRY
ASTM Methods: C1019, C1093, C511, C780 - Annex A6
AASHTO Methods: R64

SOIL
ASTM Methods: D1140, D1556, D1557, D1863, D3216, D2487, D5488, D3740, D421, D4318, D4944, D6936, D698, D7928
AASHTO Methods: R56, T180, T191, T153, T217, T255, T267, T310, T81, T89, T90, T99
State Methods: FM 1 T099, FM 1 T180, FM 5 S14, FM 5 S15, FM 5 S50, FM 5 S51, FM 5 S52, FM 5 S53
Other Methods: TSF-BB

CMEC

AASHTO R18 Accredited

David A. Savage
David A. Savage
Director of Accreditation

Christopher J. Robinson
Christopher J. Robinson, P.E.
President

This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed above for the inspection and testing of construction materials. The current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories (www.cmec.org)

Accreditation Date: 4/27/2023 Reinspection Date: 3/5/2024 Expiration Date: 6/3/2024 Accreditation ID: 1007138

**TSFGeo, West Palm Beach, FL
CMEC 6/3/2024**

**USACE CERTIFICATE
OF
LABORATORY VALIDATION**

Tierra South Florida, Inc.
2765 Vista Parkway, Suite 10
West Palm Beach, FL, United States
Morgan Dickinson
(561) 687-8536

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF
05 JAN 2023 AT 13:00 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 12/14/2024

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: <https://mtc.erdcdren.mil>

Chad A. Gartrell
Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

AGGREGATE

Aggregate - C 29 - Unit Weight and Voids in Aggregate
Aggregate - C 40 - Organic Impurities
Aggregate - D 75 - Sampling
Aggregate - C 117 - Material Finer than 75 µm (No. 200) Sieve
Aggregate - C 127 - Specific Gravity & Absorption in Coarse Aggregate
Aggregate - C 128 - Specific Gravity & Absorption in Fine Aggregate
Aggregate - C 136 - Sieve Analysis of Aggregates
Aggregate - C 566 - Total Moisture Content
Aggregate - C 702 - Reducing Samples to Testing Size
Aggregate - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)

BITUMINOUS

Bituminous - D 2041 - Theoretical Maximum Specific Gravity & Density (Rice)
Bituminous - D 2726 - Bulk Specific Gravity and Density
Bituminous - D 2950 - Density of Bituminous Concrete in Place by Nuclear Methods
Bituminous - D 3203 - Percent Air Voids
Bituminous - D 3665 - Random Sampling of Construction Materials
Bituminous - D 3666 - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
Bituminous - D 5444 - Mechanical Size Analysis of Extracted Aggregate
Bituminous - D 6307 - Asphalt Content of Hot-Mix Asphalt by Ignition Method
Bituminous - D 6926 - Preparation of Bituminous Specimens using Marshall
Bituminous - D 6927 - Marshall Stability and Flow of Bituminous Mixtures

CONCRETE

Concrete - C 31 - Making and Curing Test Specimens in the Field

**TSFGeo, WPB, FL
USACE 12/14/2024**

Concrete - C 39 - Compressive Strength of Cylindrical Specimens
Concrete - C 42 - Drilled Cores and Sawed Beams
Concrete - C 78 - Flexural Strength by Third Point Loading
Concrete - C 143 - Slump
Concrete - C 172 - Sampling
Concrete - C 173 - Air Content by Volumetric ***required if C231 not performed***
Concrete - C 470 - Molds for Forming Concrete Test Cylinders Vertically
Concrete - C 511 - Moist Cabinets, Moist Rooms, Water Storage Tanks
Concrete - C 1040 - Density of Concrete by Nuclear Method
Concrete - C 1084 - Temperature of Concrete
Concrete - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Concrete - C 1231 - Unbonded Caps

SOILS

Soils - D 421 - Dry Preparation for Particle Size Distribution & Soil Constants
Soils - D 422 - Particle Size Analysis (Sieve and Hydrometer)
Soils - D 698 - Compaction Characteristics by Standard Effort
Soils - D 854 - Specific Gravity of Soils
Soils - D 1140 - Material Finer than 75 µm (No. 200) Sieve
Soils - D 1556 - Density & Unit Weight by Sand Cone
Soils - D 1557 - Compaction Characteristics by Modified Effort
Soils - D 1883 - CA Bearing Ratio (CBR)
Soils - D 2168 - Unconfined Compressive Strength
Soils - D 2168 - Calibration of Laboratory Mechanical-Rammer Soil Compactors
Soils - D 2216 - Water Content
Soils - D 2487 - Classification of Soils
Soils - D 2488 - Description & Identification of Soils (Visual-Manual Procedure)
Soils - D 2974 - Moisture, Ash, & Organic Matter of Peat & Other Organic Soils
Soils - D 3740 - Soil and Rock Testing Standards (Quality Standard)
Soils - D 4220 - Preserving & Transporting Samples
Soils - D 4318 - Liquid & Plastic Limits & Plasticity Index
Soils - D 4843 - Determination of Water Content of Soil by Microwave Oven
Soils - D 4944 - Field Moisture Content of Soil by Calcium Carbide Gas Pressure Tester
Soils - D 6938 - Density and Water Content by Shallow Depth Nuclear Method
Soils - D 7928 - Fine Grain Distribution with Hydrometer

F-7. FORM SF330

On the following pages, please find:

- ✓ TSFGeo's Full SF330 with Org Chart
- ✓ SF330 Resumes for TSFGeo Key Personnel

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (*City and State*)

Geotechnical Engineering and Construction Materials Testing Services Contract (W2413), Town of Jupiter

2. PUBLIC NOTICE DATE

January 28, 2024

3. SOLICITATION OR
PROJECT NUMBER

W2413

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Raj Krishnasamy, P.E., President/ Principal Engineer

5. NAME OF FIRM

TIERRA SOUTH FLORIDA, Inc. dba TSFGEO

6. TELEPHONE NUMBER

(561) 687-8536

7. FAX NUMBER

(561) 687-8570

8. E-MAIL ADDRESS

Raj@TSFGEO.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	X			 ☐ CHECK IF BRANCH OFFICE	2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411 561-687-8536 www.TSFGEO.com	Geotechnical Engineering, Material Testing, and Laboratory Services
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)



Below please find our organizational chart.



President, Project Manager, & QA/QC Officer

Raj Krishnasamy, P.E.

Geotechnical Services

Raj Krishnasamy, P.E.

Kumar Vedula, P.E., Principal Engineer
Amy Guisinger, P.E., Principal Engineer
N. Manoharan, Ph.D., Senior Specialist
Sean Toman, EI, Engineer Intern
Esvard Janvier, Staff Engineer
Jose Oliva, Field Supervisor and
CADD/MicroStation Manager

Geotechnical Field Staff

3 Drill Crews with Senior Drillers
(20+ Years of Experience) and Assistant
Drillers
Danny Reeves, Utility Coordinator

**Construction Materials, Construction Engineering Inspection, and
Laboratory Testing Services**

Morgan Dickinson, P.E., S.I., Principal Material Engineer
Harmon Bennett, P.E., Principal Engineer, CEI Services
Wilson Gonzalez, Director of Operations, Construction Services
Stephen Hey, Field Supervisor/Estimating
Ulices Mora, Laboratory Manager, WPB
Robert Tolan, Laboratory Manager, Miami
Tyler Gorman, Laboratory Manager, Tampa
Omar Castro, Laboratory Assistant

20+ ACI/CTQP Certified Laboratory and Field Inspectors/Technicians

ACI Concrete Field-Testing Technician Grade I: 14 Technicians
CTQP Concrete Field-Testing Technician Level 1: 6 Technicians
CTQP Asphalt Paving Level 1: 2 Technicians
CTQP Asphalt Plant Level 1: 5 Technicians / Level 2: 1 Technician
CTQP Earthwork Construction Level 1: 13 Technicians
Nuclear Density Gauge: 14 Technicians
CTQP Pile Driving: 1 Inspector
CTQP Drilled Shaft: 2 Inspectors
CTQP Final Estimates Level 1: 1 Technician / Level 2: 1 Technician
CTQP QC Manager: 4 Managers

Administrative and Clerical Support

7 Employees including Accounting, Data Entry,
Office Management, Marketing, etc.

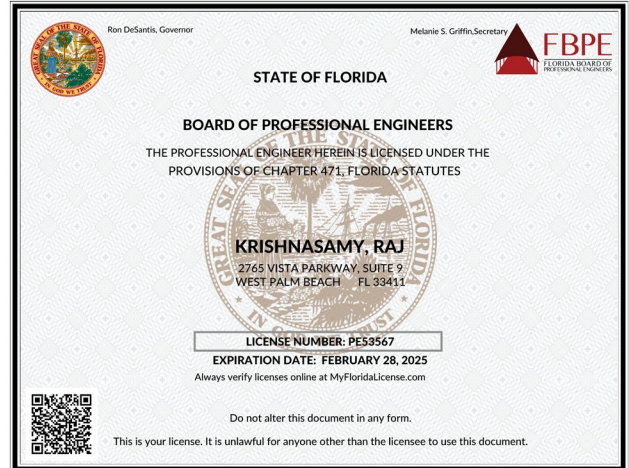
Building & Threshold/Special Inspections

Morgan Dickinson, P.E., S.I.
Enrique Xavier Burbano, B.N.
Pedro Rosa, B.N.
OJ Viamonte
Amado Pedroso

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Raj Krishnasamy, P.E.		13. ROLE IN THIS CONTRACT Principal Engineer / Project Manager / QA/QC Officer		14. YEARS EXPERIENCE	
				a. TOTAL 37	b. WITH CURRENT FIRM 24
15. FIRM NAME AND LOCATION (City and State) TSFGeo, West Palm Beach, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) BS Civil Engineering, Christian Brothers University, 1987 MS Civil Engineering, University of Memphis, 1996			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida No. 53567		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Raj Krishnasamy, P.E. will serve as Project Manager, the single Point of Contact for the Town and QA/QC Officer. He is a Florida-registered Professional Engineer with 37 years of professional experience and a Master of Science in Geotechnical Engineering. As President and Principal Engineer of TSFGeo, Mr. Krishnasamy oversees all geotechnical engineering, construction materials testing, and inspection services operations. His experience is highlighted by over 5,000 public and private projects, design-build projects totaling over \$2 billion in construction costs, and numerous prominent projects. Mr. Krishnasamy has extensive experience as Project Manager and QA/QC Officer for continuing contracts providing geotechnical engineering, laboratory services, and construction material testing. He serves as Project Manager for continuing contracts with over 20 Florida public agencies, including the City of Sunrise, with a history of repeatedly retaining those contracts through successful, cost-effective, and prompt execution of each task order. Mr. Krishnasamy's daily involvement with the in-house and field operations of the construction and geotechnical services departments provides him the "hands-on" experience and knowledge of current construction codes and construction practices throughout the State of Florida. Mr. Krishnasamy and his highly experienced team focus on providing the client with a consistently accurate, cost-effective quality product that is delivered on time and within budget.					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) SR-811/Alternate A1A from S of RCA Blvd to N of Donald Ross Rd., Palm Beach County, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) n/a	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Field and Engineering Services to obtain information on the existing pavement along SR-811/Alternate A1A from South of RCA Boulevard (MP 3.598) to North of Donald Ross Road (MP 6.808) in Palm Beach County, Florida. The project is part of TSFGeo's FDOT D4 Districtwide Geotechnical and Pavement Coring Contract. Provided a pavement data report that included Core Location Plan, Pavement Evaluation Coring and Condition Data Sheet, Core Photos, and FDOT Pavement Coring Report (PCR). ✓ Completed on time ✓ Within budget.		☒ Check if project performed with current firm		
b.	(1) TITLE AND LOCATION (City and State) SR 9/1-95 at Donald Ross Road Interchange, Palm Beach County, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the geotechnical engineering services for the standalone landscape project which included converting two dry ponds, located in between I-95 mainline and northbound on and off ramps, to wet ponds. Maximum depth of ponds expected to have about 6 feet of water. The purpose of this study was to provide geotechnical input to the design team to assist in the design and preparation of construction plans for the proposed wet ponds. The study was performed to obtain information on the existing subsurface conditions at the pond locations to assist in the design and preparation of construction plans for the proposed pond improvements. Provided a geotechnical engineering report that included engineering evaluations and recommendations regarding Site preparation, permanent side slopes, and excavations for ponds. ✓ Completed on time ✓ Within budget		☒ Check if project performed with current firm		
c.	(1) TITLE AND LOCATION (City and State) Evernia Street Alley Improvements, Jupiter, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Study and Construction Material Testing Services for the project which included drainage improvements, backfill, and miscellaneous repairs to alley ways. Provided a geotechnical engineering report including results of the field permeability testing results. Construction Material Testing services required over-night shifts. TSFGeo services included laboratory testing, soil sampling/testing, and reporting. ✓ Completed on time ✓ Within budget.		☒ Check if project performed with current firm		



d.	(1) TITLE AND LOCATION <i>(City and State)</i> SR 786/PGA Boulevard from E of SR 9/I-95 to E of Fairchild Gardens Avenue, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i> n/a
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering services for the project which was to rehabilitate the existing pavement and provide safety improvements to SR 786/PGA Boulevard from east of SR 9/I-95 (MP 6.117) to east of Fairchild Gardens Ave. (MP 7.020) in Palm Beach County, Florida. The project included installation of pedestrian lighting at the intersections Lake Victoria Gardens Avenue and Fairchild Gardens Avenue with PGA Boulevard. The purpose of this study was to provide geotechnical input to the design team to assist in the foundation design for the light poles. The study was performed to explore the subsurface conditions at the intersections and provide geotechnical recommendations to guide the design. Provided a geotechnical engineering report, which summarized the field and laboratory data generated, described the subsurface conditions encountered and provided geotechnical evaluation and recommendations regarding Soil Parameters for Cylindrical Foundation Design and for Spread Footing Design. ✓ Completed on time ✓ Within budget.	☒ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Realignment of Daniels Way at SR-706, Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> n/a
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for the realignment of Daniels Way at SR-706 located in the Town of Jupiter, Florida. The realignment began approximately 500 feet south of SR-706, with an easterly turn then westerly turn to be in line with Philadelphia Drive at its terminus at SR-706 and new traffic signals for the corners of the intersection. The study was performed to obtain information on the existing subsurface conditions along the project alignment to assist in the design and preparation of construction plans for the construction. The purpose of this study was to provide geotechnical input to the design team to assist in the design and construction of the roadway improvements. Provided a geotechnical engineering report which included evaluations and recommendations regarding roadway, permanent cut and fill slopes, excavations, groundwater control, pavement design considerations, on-site soil suitability, exfiltration testing, roadway asphalt, foundation design for mast arms, construction considerations, vibration and settlement monitoring and pre- and post-construction survey. ✓ Completed on time ✓ Within budget	☒ Check if project performed with current firm	
f.	(1) TITLE AND LOCATION <i>(City and State)</i> Widen Turnpike (SR 91) from SR710 MP 106 TO MP 117, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for Turnpike Widening. The project consisted of pavement evaluation and pavement coring to support Turnpike (SR 91) Widening project from Mile Post 106 to Mile Post 117. The project included asphalt coring which were located at the ramps and overpass/intersections on SR 91 at Northlake Blvd, SR 91 at PGA Blvd, SR 91 at Hood Road, SR 91 at Donald Ross Road, and SR 91 at SR 706 (West Indiantown Road). The pavement evaluation and coring operation was performed to obtain information on the existing pavement in the project area to support the milling and resurfacing. Provided a geotechnical engineering report which included evaluations and recommendations regarding the data obtained along with milling and resurfacing. ✓ Completed on time ✓ Within budget	☒ Check if project performed with current firm	
g.	(1) TITLE AND LOCATION <i>(City and State)</i> Els Center of Excellence Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> 2023
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the geotechnical engineering, construction material testing and inspection services for the Els Center of Excellence, located in Jupiter, Florida, a 26-acre research and educational facility that gives children around the world on the autism spectrum access to the best practices in education and therapy. The development included a 2-story Auditorium structure, a 1-story Gymnasium, 1-story Upper and Lower School Classrooms, a 1-story Cultural Arts Pavilion and a 2-story Adult Services Center. The structures have shallow foundations, slab-on-grade, masonry walls and metal roof trusses. Site development included utility backfill, roadways, sidewalks, and entry features. ✓ Completed on time ✓ Within budget	☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

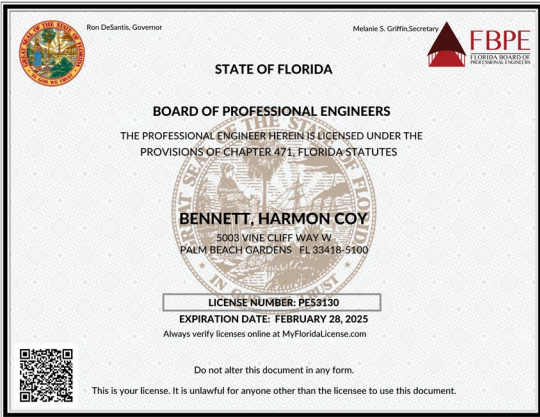
(Complete one Section E for each key person.)

12. NAME Kumar Vedula, P.E.	13. ROLE IN THIS CONTRACT Principal Engineer	14. YEARS EXPERIENCE a. TOTAL 28 b. WITH CURRENT FIRM 19	
15. FIRM NAME AND LOCATION (City and State) TSFGeo, West Palm Beach, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Engineering, Andhra University, India, 1992 MS Civil Engineering, University of Memphis, 1995		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida No. 54873	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers, Past President <i>Augered Cast-in-Place and Driven Pre-stressed Concrete Pile Field Performance Comparison</i>, Frizzi, R. P. & Vedula, R.V, Published in FHWA Resource Center, 83rd Annual Transportation Research Board Meeting, Washington D.C., January 2004 Kumar Vedula, P.E. will serve as Principal Engineer overseeing the Geotechnical engineering services. Mr. Vedula is a Florida-registered Professional Engineer with 28 years of geotechnical and construction materials testing experience. He specializes in geotechnical projects involving foundation design, slope stability analysis, WEAP analysis and interpreting PDA reports, excavation support, and construction inspection. Additional experience includes foundation inspections (shallow and deep foundations), soil modification (dynamic compaction, stone columns), preloading, excavations, backfilling, and post construction monitoring. Mr. Vedula has served as a principal inspector on numerous surcharging and settlement evaluations of organic laden soils assignments. His project experience includes over 20 high rise buildings, as well as foundation engineering for bridges, roadways, utilities, schools, and government facilities.			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Realignment of Daniels Way at SR-706, Jupiter, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2019 CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Vedula was the Principal Engineer for the Geotechnical Engineering Services for the realignment of Daniels Way at SR-706 located in the Town of Jupiter, Florida. The realignment began approximately 500 feet south of SR-706, with an easterly turn then westerly turn to be in line with Philadelphia Drive at its terminus at SR-706 and new traffic signals for the corners of the intersection. The study was performed to obtain information on the existing subsurface conditions along the project alignment to assist in the design and preparation of construction plans for the construction. The purpose of this study was to provide geotechnical input to the design team to assist in the design and construction of the roadway improvements. Provided a geotechnical engineering report which included evaluations and recommendations regarding roadway, permanent cut and fill slopes, excavations, groundwater control, pavement design considerations, on-site soil suitability, exfiltration testing, roadway asphalt, foundation design for mast arms, construction considerations, vibration and settlement monitoring and pre- and post-construction survey. ✓ Completed on time ✓ Within budget		
b.	(1) TITLE AND LOCATION (City and State) Pennock Lane, Jupiter, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2018 CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Vedula was the Principal Engineer for the Geotechnical Engineering Study for Pennock Lane located in Jupiter, Florida. TSFGeo's field services included BHP tests. Provided a geotechnical engineering report which included a summary of the BHP test results. ✓ Completed on time ✓ Within budget		
c.	(1) TITLE AND LOCATION (City and State) Mast Arms at Donald Ross Road and Max Planck Way, Palm Beach County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2017 CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Vedula was the Principal Engineer for the Geotechnical Engineering Services for the Mast Arm Signalization Project at the intersection of Donald Ross Road and Max Planck Way in Palm Beach County, Florida. The purpose of this study was to provide geotechnical input to the design team to assist in evaluation of merits of the mast arm installations. Provided a geotechnical engineering report which included evaluations and recommendations regarding foundation design and drilled shaft construction. ✓ Completed on time ✓ Within budget		

d.	(1) TITLE AND LOCATION <i>(City and State)</i> Roger Dean Stadium Video Board, Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Vedula was the Principal Engineer for the Geotechnical Engineering Services for the improvements to the video boards consisting of new poles just beyond the center field wall. The study was performed to explore the subsurface conditions at the structure locations and provide geotechnical recommendations to guide the design. Provided a geotechnical report which included evaluations and recommendations regarding video poles and groundwater control. ✓ Completed on time ✓ Within budget	☒ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Florida Atlantic University (FAU)- Jupiter Campus, Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Vedula was the Principal Engineer for the Geotechnical Engineering Study for FAU's Stem Lab, located in Jupiter, Florida. The project consists of a three-story Science Technology Engineering and Mathematics (STEM) Lab building that encompasses an area of approximately 60,000 square feet. The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation and pavement systems for the construction. Provided a geotechnical report which included evaluations and recommendations regarding site preparation, foundations, spread foundation after vibro-compaction, floor slab, utilities, pavement subgrade, and construction considerations regarding excavations. ✓ Completed on time ✓ Within budget	☒ Check if project performed with current firm	
f.	(1) TITLE AND LOCATION <i>(City and State)</i> Water Main Replacement Project WM-01 & WM-04, Village of Tequesta, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Vedula was the Principal Engineer for the Geotechnical Engineering Study for the Water Main Replacement Project located in the Village of Tequesta, Florida. The project corridor was approximately 2 miles in length. The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable construction and site development considerations. Provided a geotechnical engineering report including geotechnical engineering evaluations and recommendations regarding excavations, trench backfill, lateral Earth pressures, and a preconstruction conditions survey. ✓ Completed on time ✓ Within budget	☒ Check if project performed with current firm	
g.	(1) TITLE AND LOCATION <i>(City and State)</i> Northlake Boulevard (Phase II), Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Vedula was the Principal Engineer for the Geotechnical Engineering Services for the widening of Northlake Boulevard with limits from West of Stonewall Drive to East of North State Road 7, approximately 2.25 miles. The roadway is currently a six-lane divided highway with a grass median. The improvements include shoulder and turn-lane construction in several areas along the corridor. The purpose of this study was to provide geotechnical input to the design team to assist in the design and construction of the roadway improvements. The project also included Mast Arm Signal Structures at Ibis Blvd, Shoppes of Ibis, and North SR 7. Provided a geotechnical engineering report including geotechnical evaluations and recommendations regarding permanent cut and fill slopes, excavations, groundwater control, pavement design considerations, on-site soil suitability, and vibration and settlement monitoring and pre and post construction survey, and mast arm foundation design and construction considerations. ✓ Completed on time ✓ Within budget	☒ Check if project performed with current firm	
h.	(1) TITLE AND LOCATION <i>(City and State)</i> Coconut Blvd Ext. to Beeline Hwy (SR 710), West Palm Beach, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Vedula was the Principal Engineer for the Geotechnical Engineering Services for the improvements consisted of the new roadway, an access roadway, a new bridge over the C-18 Canal, wildlife crossings and new mast arms at SR 710 along with drainage, signing and pavement marking, lighting and landscape. A preliminary geotechnical engineering study was performed to explore the subsurface conditions within the general vicinity of the bridge site and provide geotechnical information to assist in the preparation of the Bridge Development Report (BDR) for bridge construction. Provided a geotechnical engineering report which included evaluations and recommendations regarding pile selection, axial capacity, scour considerations, later stability, test pile program, monitor existing structures and environmental classification. ✓ Completed on time ✓ Within budget	☒ Check if project performed with current firm	
i.	(1) TITLE AND LOCATION <i>(City and State)</i> Hood Road & Central Boulevard Improvements, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Vedula was the Principal Engineer for the Geotechnical Engineering Services for the intersection improvement project at the intersection of Hood Road and Central Boulevard located in Palm Beach County, Florida. The improvements included a signalization structure and roadway widening. The purpose of this study was to provide geotechnical input to the design team to assist in evaluation of the merits of the intersection improvements. Provided a geotechnical engineering report which included evaluations and recommendations regarding permanent cut and fill slopes excavations, groundwater control, on-site suitability, foundation design, and drilled shaft construction. ✓ Completed on time ✓ Within budget	☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Harmon Bennett, P.E.		13. ROLE IN THIS CONTRACT Principal Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 32	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) TSFGeo, West Palm Beach, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) BSCE Geotechnical (Cum Laude), University of Southern Florida, 1994 AS Engineering Preparation, Hillsborough Community College, 1992 AS Munitions Systems Technology, Community College of the Air Force, 1990			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida No. 53130		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Harmon Bennett, P.E., will serve as Principal Engineer for Construction Engineering Inspection Services. Mr. Bennett is a Florida-Registered Professional Engineer with more than 32 years of experience in geotechnical engineering and construction materials testing and inspection services. Mr. Bennett has completed numerous projects for the FDOT as Geotechnical Engineer in the areas of roadway and bridge foundation investigations, asphalt coring and evaluation programs and design studies. His experience also includes geotechnical investigation and materials testing service projects for public and private clients. These projects include multi-story structures, distribution centers, hotels, large-scale retail, hospitals, and others. He has served as the Contract Project Manager for multiple FDOT District 1 Districtwide Materials Testing contracts and District 7 Districtwide Construction, Engineering, and Inspection (CEI) contracts, as well as numerous CEI projects for several state agencies, coordinating contract management, testing, and personnel utilization. He is experienced in nearly all forms of construction for commercial and transportation related projects, including but not limited to multi-story structures, large-scale commercial, roadways, bridges, walls, and foundations. Since 2013, Mr. Bennett has served as coordinator/instructor for CTQP Courses for Earthwork 1, Earthwork 2, Pile Driving Inspector, and Drilled Shaft Inspector, with more than 20 courses (internal and external) being provided to the construction industry inspection staff. In addition, he assisted with reviews during the development of the first Pile Inspector Inspection Manual in 1995, while working on numerous FDOT Pile projects. 					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) ELS Center of Excellence, Building F, Adult Service Center, Jupiter, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2023	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Bennett was the Principal Engineer for the Geotechnical Engineering Study for the Building F at ELS Center of Excellence located in Jupiter, Florida. The project consisted of a 2-story building with a floor plan footprint of approximately 17,000 square feet. The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the site improvements. Provided a geotechnical engineering report which included evaluations and recommendations regarding foundations, spread foundations, site preparation procedures, site clearing, floor subgrade compaction and engineering fill, footing, construction considerations, and excavations. ✓Completed on time ✓Within budget				
b.	(1) TITLE AND LOCATION (City and State) Realignment of Daniels Way at SR-706, Jupiter, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Bennett was the Principal Engineer for the Geotechnical Engineering Services for the realignment of Daniels Way at SR-706 located in the Town of Jupiter, Florida. The realignment began approximately 500 feet south of SR-706, with an easterly turn then westerly turn to be in line with Philadelphia Drive at its terminus at SR-706 and new traffic signals for the corners of the intersection. The study was performed to obtain information on the existing subsurface conditions along the project alignment to assist in the design and preparation of construction plans for the construction. The purpose of this study was to provide geotechnical input to the design team to assist in the design and construction of the roadway improvements. Provided a geotechnical engineering report which included evaluations and recommendations regarding roadway, permanent cut and fill slopes, excavations, groundwater control, pavement design considerations, on-site soil suitability, exfiltration testing, roadway asphalt, foundation design for mast arms, construction considerations, vibration and settlement monitoring and pre- and post-construction survey. ✓Completed on time ✓Within budget				

c.	(1) TITLE AND LOCATION <i>(City and State)</i> Jupiter Golf Club, Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Bennett was the Principal Engineer for the Geotechnical Engineering Services for due diligence for a development at Jupiter Golf Club located in Jupiter, Florida. The new development is planned within the 100-acre site. The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the anticipated construction. Provided a geotechnical engineering report which included evaluations and recommendations regarding site preparation, foundations, floor slabs and construction considerations regarding excavations. ✓Completed on time ✓Within budget		
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Roger Dean Stadium Video Board, Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Bennett was the Principal Engineer for the Geotechnical Engineering Services for the improvements to the video boards at Roger Dean Stadium located in Jupiter, Florida. Improvements consisted of new poles for the video boards just beyond the center field wall. The study was performed to explore the subsurface conditions at the structure locations and provide geotechnical recommendations to guide the design. Provided a geotechnical report which included evaluations and recommendations regarding video poles and groundwater control. ✓ Completed on time ✓ Within budget		
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Northlake Boulevard (Phase II), Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Bennett was the Principal Engineer for the Geotechnical Engineering Services for the widening of Northlake Boulevard with limits from West of Stonewall Drive to East of North State Road 7, approximately 2.25 miles. The roadway is currently a six-lane divided highway with a grass median. The improvements include shoulder and turn-lane construction in several areas along the corridor. The purpose of this study was to provide geotechnical input to the design team to assist in the design and construction of the roadway improvements. The project also included Mast Arm Signal Structures at Ibis Blvd, Shoppes of Ibis, and North SR 7. Provided a geotechnical engineering report including geotechnical evaluations and recommendations regarding permanent cut and fill slopes, excavations, groundwater control, pavement design considerations, on-site soil suitability, and vibration and settlement monitoring and pre and post construction survey, and mast arm foundation design and construction considerations. ✓Completed on time ✓Within budget		
f.	(1) TITLE AND LOCATION <i>(City and State)</i> Water Main Replacement Project WM-01 & WM-04, Village of Tequesta, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Bennett was the Principal Engineer for the Geotechnical Engineering Study for the Water Main Replacement Project located in the Village of Tequesta, Florida. The project corridor was approximately 2 miles in length. The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable construction and site development considerations. Provided a geotechnical engineering report including geotechnical engineering evaluations and recommendations regarding excavations, trench backfill, lateral Earth pressures, and a preconstruction conditions survey. ✓Completed on time ✓Within budget		
g.	(1) TITLE AND LOCATION <i>(City and State)</i> Widen Turnpike (SR 91) from SR710 MP 106 TO MP 117, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Bennett was the Principal Engineer for the Geotechnical Engineering Services for Turnpike Widening. The project consisted of pavement evaluation and pavement coring to support Turnpike (SR 91) Widening project from Mile Post 106 to Mile Post 117. The project included asphalt coring which were located at the ramps and overpass/intersections on SR 91 at Northlake Blvd, SR 91 at PGA Blvd, SR 91 at Hood Road, SR 91 at Donald Ross Road, and SR 91 at SR 706 (West Indiantown Road). The pavement evaluation and coring operation was performed to obtain information on the existing pavement in the project area to support the milling and resurfacing. Provided a geotechnical engineering report which included evaluations and recommendations regarding the data obtained along with milling and resurfacing. ✓Completed on time ✓Within budget		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME N. MANOHARAN, PH.D.	13. ROLE IN THIS CONTRACT Senior Specialist	14. YEARS EXPERIENCE a. TOTAL 27 b. WITH CURRENT FIRM 20	
15. FIRM NAME AND LOCATION (City and State) TIERRA SOUTH FLORIDA, INC., West Palm Beach, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Doctorate of Philosophy in Geotechnical Eng., 1996 Master of Technology in Geotechnical Eng., 1988 Bachelor of Engineering in Civil Engineering, 1985		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Publications: "Soils and Foundation" Training provided by NHI of FHWA (2003); "Design of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes" provided by NHI of FHWA (2005); "Ground Improvement Methods" Training provided by NHI of FHWA (2006)			

N. Manoharan, Ph.D., will serve as Senior Specialist. Dr. Manoharan has more than 27 years of experience in providing geotechnical services to projects of diversified complexity focusing primarily on transportation projects. His experience includes soil investigation, foundation designs, piling works, ground improvement works, slope stability analysis, MSE walls and earth works. He is extremely knowledgeable regarding the analysis and evaluation of field and laboratory data, performing in-situ soil testing, in-place permeability testing and geophysical explorations. He has performed studies including monitoring vibrations of structures during construction and evaluating bearing capacity and settlements for different types of shallow and deep foundation systems. In addition, he has provided evaluation of embankment design of retaining walls, sheet piling systems, slope stability analysis of conventional and reinforced embankments, and evaluation of drilled shaft, driven pile, Augercast pile, and pile static load tests. He has successfully completed over 125 FDOT projects, principally in Districts 4, 6, and Florida's Turnpike Enterprise.

19. RELEVANT PROJECTS

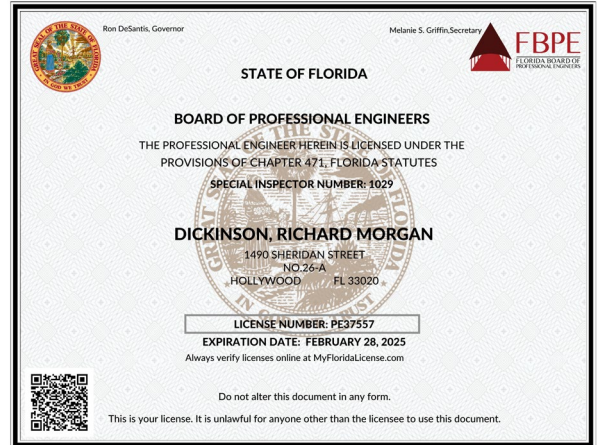
(1) TITLE AND LOCATION (City and State) AET Phase 8 – Ticket System, Palm Beach County and Martin County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) 2019	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm a. Dr. Mano was the Senior Specialist for the Geotechnical Engineering Services for the TES and Park and Ride Sites located in Palm Beach County and Martin County, Florida. The project included the development of TES Sites along the turnpike mainline with toll equipment gantries, toll equipment buildings, associated access drives and parking areas, and temporary traffic diversions, access adjustments and improvements to existing park and ride lots adjacent to the toll plaza. The purpose of this study was to provide geotechnical input to the design team to assist in the design and construction of the park and ride lot improvements and TES toll equipment facility access drives and parking areas. Provided a geotechnical engineering report which included evaluations and recommendations regarding permanent cut and fill slopes, excavations, groundwater control, on-site soil suitability, resilient modulus tests, and monitor existing structures. ✓ Completed on time ✓ Within budget		
(1) TITLE AND LOCATION (City and State) SR 9/I-95 at Donald Ross Road Interchange, Palm Beach County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) 2023	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm b. Dr. Manoharan was the senior specialist for the geotechnical engineering services for the standalone landscape project at I-95 and Donald Ross Road Interchange in Palm Beach County, Florida. The project included converting two dry ponds, located in between I-95 mainline and northbound on and off ramps, to wet ponds. Maximum depth of ponds expected to have about 6 feet of water. The purpose of this study was to provide geotechnical (i.e., soils and groundwater) input to the design team to assist in the design and preparation of construction plans for the proposed wet ponds. The study was performed to obtain information on the existing subsurface conditions at the pond locations to assist in the design and preparation of construction plans for the proposed pond improvements. Provided a geotechnical engineering report that included engineering evaluations and recommendations regarding Site preparation, permanent side slopes, and excavations for ponds. ✓ Completed on time ✓ Within budget		
(1) TITLE AND LOCATION (City and State) SR-9/I-95 at Northlake Blvd Interchange, Palm Beach County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) 2020	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm c. Dr. Mano was the Senior Specialist for the Geotechnical Engineering Services for the SR-9/I-95 at Northlake Blvd Interchange in Palm Beach County. This project consists of an interstate including five lanes in each direction, in a general North to South orientation. The interstate crosses over Northlake Boulevard in the project limits, which is an East to West roadway within the project area with three lanes in each direction and two turning lanes in both directions that serve as access points to the interstate, going North and South. The purpose of this study was to provide geotechnical input to the design team to assist in the design and construction of the roadway improvements. The study was performed to obtain information on the existing subsurface conditions along the project alignment to assist in the design and preparation of the construction plans for the construction. Provided a geotechnical engineering report including geotechnical engineering recommendations including, permanent cut and fill slopes, excavations, groundwater control, pavement design considerations, on-site soil suitability, and vibration and settlement monitoring pre and post construction survey. ✓ Completed on time ✓ Within budget		

d.	(1) TITLE AND LOCATION <i>(City and State)</i> SR 5 (US-1) from Beach Road to County Line Road, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Dr. Manoharan was the Senior Specialist for the geotechnical engineering services for the SR-5/US-1 Resurfacing, Restoration and Rehabilitation (RRR) project from Beach Road to County Line Road in Palm Beach County. The project is the milling and resurfacing of SR 5 (US 1) from south of Beach Road to north of County Line Road. The project includes providing two right turn lanes about 200 feet long (into Tequesta Shoppes and St. Jude Catholic Church) and installation of light poles along the project corridor. The project also includes installation of traffic signal mast arms at the intersection of SR 5 with Tequesta Drive/Waterway Road. The purpose of the study was to provide geotechnical input to the design team to assist in evaluation of the merits of the potential roadway improvements. The study was performed to obtain information on the existing subsurface conditions at the project site to assist in the design and preparation of construction plans for the proposed improvements. Provided geotechnical engineering evaluations and recommendations regarding general site development, permanent cut and fill slopes, excavations, groundwater control, Pavement and Foundation Design considerations, On-site soil suitability light pole foundation design, and Drilled Shaft Construction. ✓ Completed on time ✓ Within budget		
e.	(1) TITLE AND LOCATION <i>(City and State)</i> SR 786/PGA Boulevard from E of SR 9/I-95 to E of Fairchild Gardens Avenue, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Dr. Manoharan was the senior specialist for the Geotechnical Engineering services for the project which was to rehabilitate the existing pavement and provide safety improvements to SR 786/PGA Boulevard from east of SR 9/I-95 (MP 6.117) to east of Fairchild Gardens Ave. (MP 7.020) in Palm Beach County, Florida. The project included installation of pedestrian lighting at the intersections Lake Victoria Gardens Avenue and Fairchild Gardens Avenue with PGA Boulevard. The purpose of this study was to provide geotechnical input to the design team to assist in the foundation design for the light poles. The study was performed to explore the subsurface conditions at the intersections and provide geotechnical recommendations to guide the design. Provided a geotechnical engineering report, which summarized the field and laboratory data generated, described the subsurface conditions encountered and provided geotechnical evaluation and recommendations regarding Soil Parameters for Cylindrical Foundation Design and for Spread Footing Design. ✓ Completed on time ✓ Within budget		
f.	(1) TITLE AND LOCATION <i>(City and State)</i> Widen Turnpike (SR 91) from SR710 MP 106 TO MP 117, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Dr. Manoharan was the senior specialist for the Geotechnical Engineering Services for Turnpike Widening. The project consisted of pavement evaluation and pavement coring to support Turnpike (SR 91) Widening project from Mile Post 106 to Mile Post 117. The project included asphalt coring which were located at the ramps and overpass/intersections on SR 91 at Northlake Blvd, SR 91 at PGA Blvd, SR 91 at Hood Road, SR 91 at Donald Ross Road, and SR 91 at SR 706 (West Indiantown Road). The pavement evaluation and coring operation was performed to obtain information on the existing pavement in the project area to support the milling and resurfacing. Provided a geotechnical engineering report which included evaluations and recommendations regarding the data obtained along with milling and resurfacing. ✓ Completed on time ✓ Within budget		
g.	(1) TITLE AND LOCATION <i>(City and State)</i> SR 5 over Loxahatchee River Bridge, SR-5/US-1 Federal Highway from CR-A1A to Beach Road, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Dr. Manoharan was the senior specialist for the geotechnical engineering services for the PD&E study for SR-5 over the Loxahatchee River Bridge in Palm Beach County. The purpose of the study was to evaluate bridge rehabilitation/replacement alternatives of the SR 5 (US-1) over Loxahatchee River Bridge. Performed pile and shaft capacity analyses and provided FB-MultiPier Soil Parameters. Provided a geotechnical engineering report which summarized the course of study pursued, the field and laboratory data generated, the subsurface conditions encountered and preliminary geotechnical recommendations for the bridge foundation. ✓ Completed on time ✓ Within budget		
h.	(1) TITLE AND LOCATION <i>(City and State)</i> State Road 5 / US- 1 Low-level Bridge Replacement (Design-Build), Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Dr. Manoharan was the senior specialist for the geotechnical engineering study for the for the US-1/SR-5 Low Level Bridges Replacement from North of SR 706 at Coastal Way to South of CR A1A (Ocean Boulevard) in Jupiter, Florida. Performed percolation tests to determine the absorption rate of the soil along the project for drainage and permitting considerations. In addition, TSFGEO performed preliminary borings for bridges and walls, to assist with the design-build criteria package. During construction, provided quality control and material testing services including soils and concrete testing for contractor's Quality Control. Provided laboratory testing, density log book and QC Manager services for compliance with FDOT and project specifications. TSFGEO also completed vibration monitoring services during sheet, steel, test, and production pile driving of the Low-Level Bridges. The purpose of the study was to monitor and record the magnitude of vibrations resulting from the test and production piles and determine if the vibrations have an impact on adjacent structures. Additionally, TSFGEO performed pile capacity analysis for the trestle piles to be installed for crane support. ✓ Completed on time ✓ Within budget		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Morgan Dickinson, P.E., S.I.	13. ROLE IN THIS CONTRACT Principal Engineer/Threshold/Special Engineer	14. YEARS EXPERIENCE a. TOTAL 46 b. WITH CURRENT FIRM 3	
15. FIRM NAME AND LOCATION (City and State) TSFGeo, West Palm Beach, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Master of Science in Geotechnical Engineering, Northwestern University, 1980 Bachelor of Science in Civil Engineering, University of Colorado, 1978 Ph.D. Candidate in Structural Engineering, Florida International University, studies ongoing		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida No. 37557 Special (Threshold) Engineer: Florida, 1029	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <i>Professional Engineer: Colorado, 20191; American Society of Civil Engineers (ASCE); Florida Engineering Society (FES); National Society of Professional Engineers (NSPE); FDOT CTQP Quality Control Manager; Advanced Maintenance of Traffic (MOT)</i> Mr. Morgan Dickinson, P.E., S.I., is a Florida Registered Professional Engineer and Special Inspector with more than 45 years of experience. Mr. Dickinson's background includes Construction Material Testing, Construction Engineering and Inspection, Engineering Management, Geotechnical Engineering, and Threshold Building Inspection. Mr. Dickinson has provided construction engineering services for roadways, bridges, retaining walls, high-rise structures, earthen dams and impoundments, airports (both landside and airside), runways, and taxiways. Mr. Dickinson serves as Principal Materials Engineer providing QA/QC services on a variety of projects in both the private sectors and public sectors. Mr. Dickinson has managed contractors' QC programs and represented owners, providing QA, verification, and threshold inspection services. Mr. Dickinson is responsible for supervising and reporting all the materials for testing activities on projects as per FDOT CQC procedures. Mr. Dickinson attends project meetings and serves as a liaison between contractors and the FDOT regarding testing and inspections. Mr. Dickinson's responsibilities include the planning and management of field investigations, construction materials testing, and inspections accomplished by our engineering technicians and Special/Threshold Inspectors. Mr. Dickinson is committed to completing projects on time and within budget, with a proven record of flexible scheduling through night/weekend shifts and 24-hour shifts as needed.			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Els Center of Excellence, Building F, Jupiter, Florida		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2023 CONSTRUCTION (If applicable) 2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Dickinson was the Principal Engineer for the Construction Materials Testing and Inspection Services for Building F at the ELS Center of Excellence located in Jupiter, Florida. The project consisted of a 2-story building with a floor plan footprint of approximately 17,000 square feet. Services included sampling and laboratory testing. Sampling and Laboratory Testing which included concrete and grout compressive strength testing, penetrometer testing, base thickness measurement, modified proctor tests, field densities and sample pick-up. Provided a Building Inspector to observe welding, hollow core planks and bolting. ✓ Completed on time ✓ Within budget		
b.	(1) TITLE AND LOCATION (City and State) On-Call Town Utility, Jupiter, Florida		(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) On-going
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Dickinson is the Principal Engineer for the for the Construction Material Testing Services on an on-call basis for Utility Repairs within Jupiter, Florida. TSFGeo's services include laboratory testing and reporting. Sampling and Laboratory Testing include modified proctor values on structural fill and backfill material and LBR values on base material. TSFGeo technicians are providing in-place density testing for structural fill, backfill, subgrade and base. The Project is on-going.		
c.	(1) TITLE AND LOCATION (City and State) Boca Villas Infrastructure Upgrades, Boca Raton, Florida		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2023 CONSTRUCTION (If applicable) 2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Mr. Dickinson was the Principal Engineer for the Construction Materials Testing for the project which consisted of new reclaimed Watermain improvements, drainage, sidewalks and RRR improvements to the Boca Villas. TSFGeo's scope of services included soils, concrete, and laboratory services. ✓ Completed on time ✓ Within budget		



d.	(1) TITLE AND LOCATION <i>(City and State)</i> Seminole Hard Rock Hotel and Casino, Hollywood, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> 2020
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Dickinson served as the Principal Engineer for the Threshold Inspection, Construction Materials Testing, and Geotechnical Services for the Seminole Hard Rock Hotel and Casino expansion located in Hollywood, Florida. The project included a 36-story hotel in the shape of a guitar, with a total of 1,273 total hotel rooms upon completion. The project also included 800 new hotel rooms in the guitar-shaped tower, Overwater bungalows, a new \$100-million pool and pool bar area, new nightclub, restaurants, shops, Hard Rock Café, and the expansion of the casino. Additional services provided included Code Compliance Plan Review, Code Compliance Inspection, Environmental Engineering, Building Envelope Consulting, Private Provider Inspection, Crane Inspection, Site Utility Underground Inspection, and Precast Plant Audit. ☐ Check if project performed with current firm		
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Limestone Creek Elementary School Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> 2023
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Dickinson served as the Principal Engineer for the Construction Material Testing Services for the Enlarged Courtyard Plan, new concrete sidewalk areas and new staff parking area south and east of Building 5 at Limestone Creek Elementary School. ✓ Completed on time ✓ Within budge ☒ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Wilson Gonzalez	13. ROLE IN THIS CONTRACT Construction Materials Testing and Inspections Director of Operations	14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 16
15. FIRM NAME AND LOCATION (City and State) TSFGeo, Inc., West Palm Beach, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Escuela Colombiana De Ingenieria, B.S., Civil Engineering, 2002		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) TIN # G52488174: CTQP QC Manager			

Mr. Gonzalez has over 20 years of experience providing construction services. Mr. Gonzalez serves as the Construction Services Operations Manager. He is a certified CTQP QC Manager. He supervises the field technicians, reviews reports for accuracy and daily billing, and communicates effectively with Contractor personnel. He is responsible for the scheduling and logistics of all field personnel and equipment. His daily responsibilities include administrative control, site management and generation of progress reports.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Evernia Street Alley Improvement, Jupiter, Florida.		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2020
a.	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Gonzalez was the project coordinator for the Construction Material Testing Services for the Evernia Street Alley Improvements project. The project included drainage improvements, backfill, and miscellaneous repairs to alley ways. This project required over-night shifts. TSFGeo services included laboratory testing, soil sampling/testing, and reporting. His responsibilities included the daily management of inspectors and laboratory services, handled project coordination, and attended meetings as necessary. ✓ Completed on time ✓ Within budget		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
The Bluff's Water Service-Valve Replacement Program, Jupiter, Florida		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019
b.	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Gonzalez was the project coordinator for the Construction Material Testing Services for the project which included replacement of 2-inch CTS valves and connections, backfill, and repairs of concrete driveways. TSFGeo services included laboratory testing, soils and concrete sampling/testing and reporting. His responsibilities included the daily management of inspectors and laboratory services, handled project coordination, and attended meetings as necessary. ✓ Completed on time ✓ Within budget		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
On-Call Town Utility, Jupiter, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) On-going
c.	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Gonzalez is the project coordinator for the Construction Material Testing Services on an on-call basis for Utility Repairs within Jupiter, Florida. TSFGeo's services include laboratory testing and reporting. Sampling and Laboratory Testing include modified proctor values on structural fill and backfill material and LBR values on base material. TSFGeo technicians are providing in-place density testing for structural fill, backfill, subgrade and base. His responsibilities included the daily management of inspectors and laboratory services, project coordination, and attending meetings as necessary. The Project is on-going.		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Els Center of Excellence, Building F, Jupiter, Florida		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) 2023
d.	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Gonzalez was the Project Coordinator for the Construction Materials Testing Services for the Building F at ELS Center of Excellence located in Jupiter, Florida. The project consisted of a 2-story building with a floor plan footprint of approximately 17,000 square feet. Services included sampling and laboratory testing. Sampling and Laboratory Testing which included concrete and grout compressive strength testing, penetrometer testing, base thickness measurement, modified proctor tests, field densities and sample pick-up. Provided a Building Inspector to observe welding, hollow core planks and bolting. His responsibilities included the daily management of inspectors and laboratory services, project coordination, and attending meetings as necessary. ✓ Completed on time ✓ Within budget		

	(1) TITLE AND LOCATION <i>(City and State)</i> Town of Jupiter Island Roadway, Jupiter Island, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> 2019
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Gonzalez was the project coordinator for the Construction Materials Testing and Inspection Services for the Town of Jupiter Island Roadway. Services included sampling and laboratory testing. Sampling and Laboratory Testing included in-place density tests, sample pick-up and modified proctor tests. His responsibilities included scheduling inspectors, QC Management duties, and daily billing. ✓ Completed on time ✓ Within budget		
	(1) TITLE AND LOCATION <i>(City and State)</i> Pines Garden South Water Improvements, Town of Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> 2016
f.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Gonzalez was the testing project coordinator for the Construction Materials Testing Services for the project which included water distribution improvements to Orange Avenue, including valve replacements at various intersections. As part of the improvements, new water lines, asphalt and concrete driveways/sidewalks are being installed. His responsibilities included scheduling inspectors, QC Management duties, and daily billing. ✓ Completed on time ✓ Within budget		
	(1) TITLE AND LOCATION <i>(City and State)</i> Pines Garden South Drainage Improvements, Town of Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> 2018
g.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Gonzalez was the testing project coordinator during construction material testing services for the project which includes drainage improvements to 2nd, 3rd, and 4th Street in Jupiter, Florida. As part of the improvements, new drainage pipes, asphalt and concrete driveways were installed. His responsibilities included the daily management of inspectors and laboratory services. Attended progress meetings with the client to best ensure the owner is satisfied with work production and Quality Control. ✓ Completed on time ✓ Within budget		
	(1) TITLE AND LOCATION <i>(City and State)</i> Old Dixie Highway from 45th Street to Park Avenue, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> 2016
h.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Gonzalez was the testing project coordinator for the material testing services for Old Dixie Hwy from 45 th Street to Park Avenue. His responsibilities included the daily management of inspectors and laboratory services. Attended progress meetings with the client to best ensure the owner is satisfied with work production and Quality Control. ✓ Completed on time ✓ Within budget		
	(1) TITLE AND LOCATION <i>(City and State)</i> PGA Boulevard from State Road 710 to the C-18 Canal, Palm Beach County, Florida.	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> 2016
i.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Gonzalez was the testing project coordinator for the QC Services for State Road 786/PGA Boulevard from State Road 710/Beeline Highway to the C-18 Canal (west of the Turnpike) in the City of Palm Beach Gardens. The project length is 1.9-miles and included designing and raising the existing roadway to create a 2-lane undivided roadway. The project also included a new single span bridge, box culvert, and critter crossing. Attended progress meetings with the client to best ensure the owner is satisfied with work production and Quality Control. ✓ Completed on time ✓ Within budget		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jose Oliva		13. ROLE IN THIS CONTRACT Senior CADD/GIS/Microstation Manager, Geotechnical Field Supervisor		14. YEARS EXPERIENCE	
				a. TOTAL 27	b. WITH CURRENT FIRM 23
15. FIRM NAME AND LOCATION (City and State) TSFGeo, West Palm Beach, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) BS in Geophysical Engineering, 1992 NorthTech Institute, AutoCAD I, II and III, 2001			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Jose Oliva will serve as the CADD Manager/Field Supervisor. Mr. Oliva has 27 years of experience supervising field crew and CADD. As Senior CADD Manager and Field Supervisor, Mr. Oliva has planned and coordinated over 1,500 transportation, residential and commercial projects. He is responsible for supervising fieldwork and all CADD/MicroStation activities used to develop and generate plans and profiles. Mr. Oliva's responsibilities include attending project kick-off meetings, boring layouts, or coordination with SUE team member if SUE responsible for layout, safety training, planning mobilization of drilling equipment as well as manpower, and overseeing CADD/MicroStation technicians for geotechnical projects. He also maintains a database of related information in GIS. In addition, Mr. Oliva is also TTC advanced certified (MOT).					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Evernia Street Alley Improvements, Jupiter, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable)	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Oliva was the Supervisor for the Field Coordination for the Geotechnical Engineering Services for the realignment project which began approximately 500 feet south of SR-706, with an easterly turn then westerly turn to be in line with Philadelphia Drive at its terminus at SR-706 and new traffic signals for the corners of the intersection. Field work included SPT borings, roadway soil borings, asphalt cores, and BHP tests. Mr. Oliva was responsible for coordinating and supervising the drill crew, boring layout, safety procedures and utility clearance coordination. He was also responsible for CADD/Microstation for the project. ✓Completed on time ✓Within budget				
b.	(1) TITLE AND LOCATION (City and State) SR 786/PGA Boulevard from E of SR 9/I-95 to E of Fairchild Gardens Avenue, Palm Beach County, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Oliva was the Supervisor for the Field Coordination for the Geotechnical Engineering services for the project which was to rehabilitate the existing pavement and provide safety improvements to SR 786/PGA Boulevard from east of SR 9/I-95 (MP 6.117) to east of Fairchild Gardens Ave. (MP 7.020). The project included installation of pedestrian lighting at the intersections Lake Victoria Gardens Avenue and Fairchild Gardens Avenue with PGA Boulevard. Field work included SPT Borings. Mr. Oliva supervised the drill crew, boring layout, safety procedures and utility clearance coordination. He was also responsible for CADD/Microstation. ✓Completed on time ✓Within budget				
c.	(1) TITLE AND LOCATION (City and State) SR 9/I-95 at Donald Ross Road Interchange, Palm Beach County, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Oliva was the Supervisor for the Field Coordination for the geotechnical engineering services for the standalone landscape project at I-95 and Donald Ross Road Interchange in Palm Beach County, Florida. The project included converting two dry ponds, located in between I-95 mainline and northbound on and off ramps, to wet ponds. Maximum depth of ponds expected to have about 6 feet of water. Field work included SPT borings. Mr. Oliva was responsible for supervising the drill crew, boring layout, safety procedures and utility clearance coordination. ✓Completed on time ✓Within budget				
d.	(1) TITLE AND LOCATION (City and State) SR 5 (US-1) from Beach Road to County Line Road, Palm Beach County, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable)	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Oliva was the Supervisor for the field coordination for the geotechnical engineering services for the project which included milling and resurfacing of SR 5 (US 1) from south of Beach Road to north of County Line Road. The project included providing two right turn lanes about 200 feet long (into Tequesta Shoppes and St. Jude Catholic Church) and installation of light poles along the project corridor. The project also included installation of traffic signal mast arms at the intersection of SR 5 with Tequesta Drive/Waterway Road. Field work included SPT borings. Mr. Oliva supervised the drill crew, safety procedures and utility clearance coordination. He was also responsible for CADD/Microstation for the project. ✓Completed on time ✓Within budget				

e.	(1) TITLE AND LOCATION <i>(City and State)</i> Mast Arms at Donald Ross Road and Max Planck Way, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Oliva was the Supervisor for the field coordination for the geotechnical exploration for the Mast Arm Signalization Project at the intersection of Donald Ross Road and Max Planck Way in Palm Beach County, Florida. Field work included SPT borings. Mr. Oliva was responsible for supervising the drill crew, boring layout, safety procedures and utility clearance coordination. He was also responsible for CADD/MicroStation for the project. ✓ Completed on time ✓ Within budget		
f.	(1) TITLE AND LOCATION <i>(City and State)</i> Els Center of Excellence, Building F, Adult Service Center, Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2023
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Oliva was the Supervisor for the field coordination for the Geotechnical Engineering Study for the Building F at ELS Center of Excellence located in Jupiter, Florida. The project consisted of a 2-story building with a floor plan footprint of approximately 17,000 square feet. Field work included SPT borings. Mr. Oliva was responsible for supervising the drill crew, boring layout, safety procedures and utility clearance coordination. He was also responsible for CADD/MicroStation for the project. ✓ Completed on time ✓ Within budget		
g.	(1) TITLE AND LOCATION <i>(City and State)</i> Realignment of Daniels Way at SR-706, Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Oliva was the Supervisor for the field coordination for the Geotechnical Engineering Services for the realignment of Daniels Way at SR-706 located in the Town of Jupiter, Florida. The realignment began approximately 500 feet south of SR-706, with an easterly turn then westerly turn to be in line with Philadelphia Drive at its terminus at SR-706 and new traffic signals for the corners of the intersection. Field work included SPT borings, asphalt cores, and BHP tests. Mr. Oliva was responsible for supervising the drill crew, boring layout, safety procedures and utility clearance coordination. He was also responsible for CADD/MicroStation for the project. ✓ Completed on time ✓ Within budget		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Stephen Hey		13. ROLE IN THIS CONTRACT Construction Materials Testing and Inspections Project Coordinator/Estimating		14. YEARS EXPERIENCE	
				a. TOTAL 9	b. WITH CURRENT FIRM 9
15. FIRM NAME AND LOCATION (City and State) TSFGeo, West Palm Beach, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) BS in Civil Engineering, Florida Atlantic University, May 2015			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) TIN # H00079590: CTQP Pile Driving Inspection; CTQP Drilled Shaft Inspection Mr. Stephen Hey Mr. Hey has over 9 years of experience providing construction services. He is responsible for coordinating the field technicians, and for the planning and coordination of a wide variety of projects, including transportation, residential and commercial works. His responsibilities include estimating, administrative control, site management and generation of daily progress reports. Mr. Hey is also an experienced and certified CTQP certified Pile Driving & Drilled Shaft Inspector experienced with FDOT, Port Everglades, Fort Lauderdale-Hollywood International Airport, and several other municipalities. Stephen's experience also includes monitoring and interpreting data for static load testing on augercast piles; monitoring installation of vibro-floatation and Vibro-replacement; and oversees seismic monitoring (Vibration monitoring). Stephen is also the construction services estimator for residential, municipal and FDOT projects for TSFGeo.					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Water Treatment Plant (WTP) Raw Watermain Improvements Wells 8A 12A, Jupiter, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Hey was the Project Coordinator for the Construction Material Services for the project which included backfill of raw water main lines and concrete testing at thrust collars/blocks within the Jupiter Water Plant. TSFGeo's scope of services included soils, concrete, and laboratory testing. His responsibilities included the daily management of inspectors and laboratory services. ✓Completed on time ✓Within budget				
b.	(1) TITLE AND LOCATION (City and State) W1817-A Wellhead and Electrical Improvements for SA Wells 8A - 12A, Jupiter, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Hey was the Project Coordinator for the Construction Material Services for the project which included installing five new wells within the well fields. At each new well location, the project included preparing a soil pad area, approximately 25 feet by 40 feet at different elevations (NAVD) and grading the pad from that elevation to the bottom elevation at a 5H:1V slope. The project also included relatively small 12-inch thick reinforced concrete pads around the new wellheads and around the electrical panel areas. Additionally, the project required reinforced concrete pipe supports at each new well. TSFGeo's Scope of Services included Soils, Concrete, and Laboratory testing. His responsibilities included the daily management of inspectors and laboratory services. ✓Completed on time ✓Within budget				
c.	(1) TITLE AND LOCATION (City and State) Hamptons of Maplewood, Jupiter, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2021	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Hey was the Project Coordinator for the Construction Materials Testing Services for curb replacements at Hamptons of Maplewood located in Jupiter, Florida. Services included sampling and laboratory testing. Sampling and Laboratory Testing included concrete compressive strength tests, field density's, modified proctor tests and sample pick-up. His responsibilities included the daily management of inspectors and laboratory services. ✓Completed on time ✓Within budget				
d.	(1) TITLE AND LOCATION (City and State) On-Call Town Utility, Jupiter, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) On-going	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Hey is the project coordinator for the Construction Material Testing Services on an on-call basis for Utility Repairs within Jupiter, Florida. TSFGeo's services include laboratory testing and reporting. Sampling and Laboratory Testing include modified proctor values on structural fill and backfill material and LBR values on base material. TSFGeo technicians are providing in-place density testing for structural fill, backfill, subgrade and base. His responsibilities included the daily management of inspectors and laboratory services, project coordination, and attending meetings as necessary. The Project is on-going.				

e.	(1) TITLE AND LOCATION <i>(City and State)</i> Els Center of Excellence, Building F, Jupiter, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> 2023
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Hey was the Project Coordinator for the Construction Materials Testing Services for the Building F at ELS Center of Excellence located in Jupiter, Florida. The project consisted of a 2-story building with a floor plan footprint of approximately 17,000 square feet. Services included sampling and laboratory testing. Sampling and Laboratory Testing which included concrete and grout compressive strength testing, penetrometer testing, base thickness measurement, modified proctor tests, field densities and sample pick-up. Provided a Building Inspector to observe welding, hollow core planks and bolting. His responsibilities included the daily management of inspectors and laboratory services, project coordination, and attending meetings as necessary. ✓ <i>Completed on time</i> ✓ <i>Within budget</i>		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1		
21. TITLE AND LOCATION (City and State) The Els Center of Excellence, Jupiter, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2023</td> <td>CONSTRUCTION (If applicable) 2023</td> </tr> </table>	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) 2023
PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) 2023			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Els for Autism / Els Center of Excellence	b. POINT OF CONTACT NAME Mr. Scott Hedge, Project Manager	c. POINT OF CONTACT TELEPHONE NUMBER (561) 598-6190		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)				
 TSFGeo Provided geotechnical engineering, construction material testing and inspection services for the Els Center of Excellence, located in Jupiter, Florida, a 26-acre research and educational facility that gives children around the world on the autism spectrum access to the best practices in education and therapy. The development included a 2-story Auditorium structure, a 1-story Gymnasium, 1-story Upper and Lower School Classrooms, and a 1-story Cultural Arts Pavilion. The structures have shallow foundations, slab-on-grade, masonry walls and metal roof trusses. Site development included utility backfill, roadways, sidewalks, and entry features. Geotechnical Engineering Services included Site reconnaissance / meeting; Boring Layout; Field Investigation; SPT borings, Auger Borings; Borehole Permeability Test; Piezometer Installation; test pits for environmental investigations; Laboratory testing and Soil Classification. Provided geotechnical engineering report which included evaluations and recommendations regarding site preparation, foundation design, and comments regarding factors that may impact construction and performance of the proposed construction. Construction Material Testing, Laboratory Testing, and Threshold Inspection Services included Modified Proctor values on structural fill, footings, slab and backfill material; LBR tests on subgrade and base materials; Test compressive strength concrete cylinders, grout prisms and mortar cubes for walls. TSFGeo's technicians performed In-Place-Density testing on structural fill, footings, slab, subgrade, base and backfill material; conducting slump and temperature testing on concrete; molding compressive strength test cylinders, prisms, and cubes. TSFGeo also provided a Certified Building Inspector to observe reinforcing steel in foundations, slabs, masonry walls, beams, roof trusses, and all inspections necessary to comply with permitted construction documents and threshold inspection plan. Additionally, TSFGeo provided concrete and grout monitoring during construction, weekly reports documenting laboratory tests and field data to appropriate parties, and final compliance letter that all inspected work was performed as per Florida Building Code, project specifications and Palm Beach County requirements. ✓Completed on time ✓ Within budget in 2018 Building F, Adult Service Center. TSFGeo performed a Geotechnical Engineering Study for the Building F at ELS Center of Excellence located in Jupiter, Florida. The project consisted of a 2-story building with a floor plan footprint of approximately 17,000 square feet. The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the site improvements. TSFGeo's geotechnical field study included SPT borings. Provided a geotechnical engineering report which included evaluations and recommendations regarding foundations, spread foundations, site preparation procedures, site clearing, floor subgrade compaction and engineering fill, footing, construction considerations, and excavations. ✓Completed on time ✓ Within budget in 2021 TSFGeo provided Construction Materials Testing Services for the Building F at ELS Center of Excellence located in Jupiter, Florida. The project consisted of a 2-story building with a floor plan footprint of approximately 17,000 square feet. Services included sampling and laboratory testing. Sampling and Laboratory Testing which included concrete and grout compressive strength testing, penetrometer testing, base thickness measurement, modified proctor tests, field densities and sample pick-up. Provided a Building Inspector to observe welding, hollow core planks and bolting. A TSFGeo Senior Engineer provided review of daily activities, handled project coordination, and attended meetings, as necessary. ✓Completed on time ✓ Within budget in 2023 				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	TSFGeo	West Palm Beach, FL	Geotechnical Engineering, Construction Material and Laboratory Testing, and Inspection Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 2		
21. TITLE AND LOCATION (City and State) Town Utility On-Call Town of Jupiter, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES On-going</td> <td>CONSTRUCTION (If applicable) On-going</td> </tr> </table>	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) On-going
PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) On-going			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Town of Jupiter	b. POINT OF CONTACT NAME Ms. Amanda Barnes, PE,	c. POINT OF CONTACT TELEPHONE NUMBER (561) 741-2537		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) Pines Garden South Drainage Improvements, Town of Jupiter, Florida. TSFGeo provided construction material testing services for the project which includes drainage improvements to 2nd, 3rd, and 4th Street in Jupiter, Florida. As part of the improvements, new drainage pipes, asphalt and concrete driveways were installed. Scope of services included laboratory testing; density tests; and concrete testing for the structures; inspection and testing of earthwork. Sampling and Laboratory Testing included Modified Proctor values on structural fill and backfill material; LBR tests on subgrade and base material; concrete cylinders for compressive strength. Conducted slump, air content, and temperature testing on concrete; Molded compressive strength test cylinders; Provided field density testing for structural fill, backfill, subgrade; Provided Asphalt Field Inspector; Provided Senior Engineer to review daily reports, coordination, and meetings. The project was completed on time and within budget. Pines Garden South Water Improvements, Town of Jupiter, Florida. TSFGeo provided Construction Materials Testing Services for the project which includes water distribution improvements to Orange Avenue, including valve replacements at various intersections. As part of the improvements, new water lines, asphalt and concrete driveways/sidewalks are being installed. Scope of services include laboratory testing, density tests, and concrete testing for the structures. Sampling and Laboratory Testing includes Modified Proctor values on structural fill and backfill material; LBR tests on subgrade and base material; concrete cylinders for compressive strength. TSF technicians are conducting slump, air content, and temperature testing on concrete; molding compressive strength test cylinders; providing field density testing for structural fill, backfill, subgrade; and Asphalt Field Inspector. Additionally, Providing Senior Engineer to review daily reports, coordination, and meetings Water Treatment Plant, Warehouse Construction, Jupiter, Florida. Performed construction material testing services for the Water Treatment Plant located in Jupiter, Florida. Tests performed included proctors, densities, and concrete compressive tests. Also performed welding inspections. The project was completed on time and within budget. <u>TSF has provided or continues to Construction Material Testing Services for the Town of Jupiter on Continuing Contract for the Following Projects:</u> • RWM Emergency Repairs on Dakota Drive at Carlstrom Alley, Jupiter • HSP (High Service Pumps) 3-6 Replacements, Jupiter • Town's Streets-Public Works, Jupiter • Indian Creek Control Structure Replacement, Jupiter The project is on-going.				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME TSFGeo	(2) FIRM LOCATION (City and State) West Palm Beach, FL	(3) ROLE Construction Material and Laboratory Testing Services
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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 3		
21. TITLE AND LOCATION (City and State) Realignment of Daniels Way at SR-706, Jupiter, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2019</td> <td>CONSTRUCTION (If applicable)</td> </tr> </table>	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable)
PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable)			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Town of Jupiter c/o Stanley Consultants	b. POINT OF CONTACT NAME Ms. Cynthia Kendrick, PE,	c. POINT OF CONTACT TELEPHONE NUMBER 561.584.8768		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) TSFGeo provided Geotechnical Engineering Services for the realignment of Daniels Way at SR-706 located in the Town of Jupiter, Florida. The realignment began approximately 500 feet south of SR-706, with an easterly turn then westerly turn to be in line with Philadelphia Drive at its terminus at SR-706 and new traffic signals for the corners of the intersection. The study was performed to obtain information on the existing subsurface conditions along the project alignment to assist in the design and preparation of construction plans for the construction. The purpose of this study was to provide geotechnical input to the design team to assist in the design and construction of the roadway improvements. TSFGeo's field services included review of the Palm Beach County Soil Survey by United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), measured groundwater levels at the time of drilling, SPT borings, roadway soil borings, asphalt cores, BHP tests, classified soil samples in the laboratory using the AASHTO Soil Classification System for roadway borings and the Unified Soil Classification System for the Mast Arm Borings and performed laboratory testing which included grain size analysis, corrosion series tests and moisture content tests. Provided a geotechnical engineering report which included evaluations and recommendations regarding roadway, permanent cut and fill slopes, excavations, groundwater control, pavement design considerations, on-site soil suitability, exfiltration testing, roadway asphalt, foundation design for mast arms, construction considerations, vibration and settlement monitoring and pre- and post-construction survey. The project was completed on time and within budget.				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME TSFGeo	(2) FIRM LOCATION (City and State) West Palm Beach, FL	(3) ROLE Geotechnical Engineering Services
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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4		
21. TITLE AND LOCATION (City and State) SFWMD STA-1E Western Flow-Way Modification, Imported Soil Project South of SR 80, West of Flying Cow Road & East of L40 Canal, Palm Beach County, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION (If applicable) 2021</td> </tr> </table>	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021
PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER SFWMD c/o Parsons	b. POINT OF CONTACT NAME Mr. Seneca House, Project Manager	c. POINT OF CONTACT TELEPHONE NUMBER 561-386-6667		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) TSFGeo provided Construction management and Geotechnical Services for the SFWMD STA-1E Western Flow-Way Modification Imported Soils Project. The stormwater treatment area 1 East (STA-1E) project site is in Palm Beach County, south of State Road 80, west of Flying Cow Road and east of the L-40 Canal. The project included providing approximately 1,600,000 tons of soil of the rising and leveling of STA-1E Cell 7. Approximately 3,000 tons of fill material per day was imported from Palm Beach Aggregates (PBA) facilities.  TSFGeo provided two full time certified field inspectors for the project. One CTQP Level II Field Technician at the PBA site, load location. The fill at the PBA site was visually identified prior to loading and transporting to meet the requirements set-forth on RTA Technical Specifications, Part 2 Products, Imported Soil. A second Inspector CTQP or Level I inspector was placed at the STA-1E site. This inspector collected truck tickets, observed the stockpile load material, and that operation maintenance of haul roads are in conformance with PBA Contract. Submitted daily reports and truck ticket information to PBA and provided monthly invoice backup support. A TSFGeo Senior Engineer provided review of daily reports, handled project coordination, and attended meetings as necessary.  The project was completed on time and within budget.				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	TSFGeo	West Palm Beach, FL	Geotechnical Engineering, Quality Assurance Material Testing Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified.) Complete one Section F for each project.		20. EXAMPLE PROJECT KEY NUMBER 5		
21. TITLE AND LOCATION <i>(City and State)</i> Evernia Street Alley Improvements, Jupiter, Florida		22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px 5px;">PROFESSIONAL SERVICES 2020</td> <td style="padding: 2px 5px;">CONSTRUCTION <i>(If applicable)</i> 2020</td> </tr> </table>	PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> 2020
PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> 2020			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Town of Jupiter	b. POINT OF CONTACT NAME Ms. Amanda Barnes, PE, Utilities Director	c. POINT OF CONTACT TELEPHONE NUMBER (561) 741-2537		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i> TSFGeo performed a Geotechnical Engineering Study and also provided Construction Material Testing Services for the Evernia Street Alley Improvements project. The project included drainage improvements, backfill, and miscellaneous repairs to alley ways. Geotechnical field study included BHP testing conducted in accordance with SFWMD standards. Provided a geotechnical engineering report including results of the field permeability testing results. TSFGeo also provided Construction Material Testing services for the project which required over-night shifts. TSFGeo services included laboratory testing, soil sampling/testing, and reporting. Sampling and Laboratory Testing included modified proctor values on subgrade and base material; LBR tests on subgrade and base materials. TSFGeo technicians performed in-place density testing on slabs, subgrade, and base materials. A TSFGeo Senior Engineer provided review of daily reports, handled project coordination, and attended meetings as necessary. The project was completed on time and within budget.				
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT				
a.	(1) FIRM NAME TSFGeo	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL		
		(3) ROLE Geotechnical Engineering and Material Testing Services		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 6		
21. TITLE AND LOCATION (City and State) Northwest Cultural Trail and Styx Alley, City of West Palm Beach, Florida.		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2018</td> <td>CONSTRUCTION (If applicable) 2018</td> </tr> </table>	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) 2018
PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) 2018			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER City of West Palm Beach	b. POINT OF CONTACT NAME Mr. Erik Ferguson, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (772) 226-1283		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) TSFGeo provided Geotechnical Engineering Services for the Northwest Cultural Trail and Styx Alley which won the 2018 ASCE FL Project of the Year. The Styx Promenade project included the redevelopment of several buildings reminiscent of the shotgun-style homes, once seen throughout the area, into mixed-use concepts such as salons and spas, health and wellness, boutiques, and restaurants, which is adjacent to the newly constructed Styx Promenade Roadway. Improvements for the Northwest Cultural Trail and Styx Alley included the rehabilitation of the 7th Street corridor between the major North/South Railroad Avenue and Tamarind Avenue corridors and design of Styx Alley traversing through parcels in the block defined by Sapodilla Avenue, 7th Street, North Rosemary Avenue, and 6th Street. The purpose of this study was to provide Geotechnical input to the design team to assist in evaluation of the merits of the improvements. TSFGeo's geotechnical field study included SPT borings, on-site exfiltration testing, double ring infiltration tests, bulk samples for LBR testing and pavement cores; classified soil samples using the Unified Soil Classification System and performed laboratory testing to establish the soil properties. The laboratory testing included Limerock Bearing Ratio (LBR) tests; Reviewed readily available published topographic and soils information. This information was obtained from the "Soil Survey of Palm Beach County Area, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS). Provided a geotechnical engineering report including geotechnical engineering evaluations and recommendations regarding permanent cut and fill slopes, excavations, groundwater control, pavement design considerations, and on-site soil suitability. The project was completed on time and within budget.				



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME TSFGeo	(2) FIRM LOCATION (City and State) West Palm Beach, FL	(3) ROLE Geotechnical Engineering Services
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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 7		
21. TITLE AND LOCATION (City and State) Northlake Boulevard Widening from East of Hall Blvd. to Coconut Blvd. Palm Beach County, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2019</td> <td>CONSTRUCTION (If applicable)</td> </tr> </table>	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable)
PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable)			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER PBC Roadway c/o Stantec	b. POINT OF CONTACT NAME Mr. Ross Shillingford, P.E. PTOE Senior Associate, Project Manager	c. POINT OF CONTACT TELEPHONE NUMBER 561.209.7459		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) TSFGEO provided geotechnical engineering services for the Widening of Northlake Boulevard from East of Hall Blvd. to Coconut Blvd in Palm Beach County. The project consists of 2.5 miles of roadway reconstruction of Northlake Boulevard from East of Hall Blvd. to Coconut Blvd. The purpose of this study was to provide geotechnical input to the design team to assist in the design and construction of the roadway reconstruction. The study was performed to obtain information on the existing subsurface conditions along the project alignment to assist in the design and preparation of construction plans for the proposed construction. Reviewed readily available published topographic and soils information obtained from the "Soil Survey of Palm Beach County, Florida," published by the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS), and USGS Maps. Performed a geotechnical exploration along the project corridor, which included roadway soil borings, pond borings and Borehole Permeability Tests. Classified soil samples using the AASHTO Soil Classification System. Performed laboratory testing to establish soil properties. The laboratory testing included grain size analysis, moisture content and organic content determination, Atterberg limit tests, and corrosion tests. Prepared a roadway soil survey report which included geotechnical engineering evaluations and recommendations regarding Permanent Cut and Fill Slopes; Excavations; Groundwater Control; Pavement Design Considerations; On-Site Soil Suitability and Vibration and Settlement Monitoring and Pre & Post Construction Survey. The project was completed on time and within budget.				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME TSFGEO	(2) FIRM LOCATION (City and State) West Palm Beach, FL	(3) ROLE Geotechnical Engineering Services
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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 8		
21. TITLE AND LOCATION (City and State) Palm Beach County Convention Center Parking Garage, Palm Beach County, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2017</td> <td>CONSTRUCTION (If applicable) 2017</td> </tr> </table>	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2017
PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2017			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Palm Beach County	b. POINT OF CONTACT NAME Mr. Sunil "Bobby" Jagoo	c. POINT OF CONTACT TELEPHONE NUMBER (561) 233-0271		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) TSFGeo performed a geotechnical engineering study for the Palm Beach County Convention Center Parking Garage, a 9-level parking garage with basement level parking located at 1099 Florida Avenue behind the PBC Convention Center at 650 Okeechobee Blvd. in West Palm Beach. The purpose of the study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the construction. Field work included SPT borings. Provided geotechnical evaluations regarding the site and subsurface conditions; spread foundation after vibro-compaction; auger cast pile alternatives; utilities; construction excavation and dewatering. Geotechnical recommendations were provided for foundation design and general site development. TSFGeo also provided comments regarding factors that may impact construction and performance of the proposed construction. Prior to construction, TSFGeo performed pre-construction survey services. The purpose of the pre-construction conditions documentation is to document existing conditions (interior and exterior) of adjacent structures, to the south and east of the proposed garage prior to and after completion of vibro-flotation techniques and temporary sheet pile installation that will likely cause ground movement. Our scope of work included assistance in delivering notification letters to property owners and maintain contact records; coordinate and schedule inspections with property owners; visually inspect, videotape and photograph observable existing cracks, deterioration, or other signs of distress. Prior to the start of construction and for each property observed, written reports and photographic records consisting of both video footage and still images were prepared for distribution to the property owners. TSFGeo provided construction materials testing services during the construction phase of the PBC Convention Center Parking Garage. Sampling and Laboratory Testing included Modified Proctor values on structural fill, slab and backfill material, utilities; LBR tests on subgrade and base materials; compressive strength concrete cylinders and grout prisms for walls; and compressive strength mortar cubes for pre-cast members. TSFGeo technicians are performing In-Place-Density testing on structural fill, slab, subgrade, base and backfill material. TSFGeo also provided Vibro-compaction Verification Borings and vibro-flotation probe installation observation. The project was completed on time and within budget.				



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	TSFGeo	West Palm Beach, FL	Geotechnical Engineering, Construction Material and Laboratory Testing Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 9		
21. TITLE AND LOCATION (City and State) SR 9/I-95 at Donald Ross Road Interchange, Palm Beach County, Florida.		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION (If applicable) 2021</td> </tr> </table>	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021
PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER FDOT c/o Cotleur & Hearing	b. POINT OF CONTACT NAME Mr. Robert J Cotleur, PLA, ASLA	c. POINT OF CONTACT TELEPHONE NUMBER 561.747.6336		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) TSFGeo provided geotechnical engineering services for the standalone landscape project at I-95 and Donald Ross Road Interchange in Palm Beach County, Florida. The project included converting two dry ponds, located in between I-95 mainline and northbound on and off ramps, to wet ponds. Maximum depth of ponds expected to have about 6 feet of water. The purpose of this study was to provide geotechnical (i.e., soils and groundwater) input to the design team to assist in the design and preparation of construction plans for the proposed wet ponds. The study was performed to obtain information on the existing subsurface conditions at the pond locations to assist in the design and preparation of construction plans for the proposed pond improvements. TSFGeo's Geotechnical field study included SPT borings; Reviewed the available soils information obtained from the "Soil Survey of Palm Beach County Area, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS); Classified soil samples using the AASHTO Soil Classification System; performed laboratory testing to establish the soil properties which included grain size analysis and moisture content determination tests. Provided a geotechnical engineering report that included engineering evaluations and recommendations regarding Site preparation, permanent side slopes, and excavations for ponds. The project was completed on time and within budget.				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME TSFGeo	(2) FIRM LOCATION (City and State) West Palm Beach, FL	(3) ROLE Geotechnical Engineering Services
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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION (City and State) Minto Westlake – Fire Station #22, Westlake, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION (If applicable) 2020
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Palm Beach County	b. POINT OF CONTACT NAME Mr. Sunil "Bobby" Jagoo	c. POINT OF CONTACT TELEPHONE NUMBER (561) 233-0271
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) Minto Westlake – Fire Station #22, Westlake, Florida. TSFGeo provided Geotechnical Engineering, Material Testing and Inspection Services for Minto Westlake-Fire Station #22 in Palm Beach County, Florida. TSFGeo performed a geotechnical engineering study for the project. The site is located on the east side of Seminole Pratt Whitney Road, about 900 feet north of Persimmon Boulevard in Palm Beach County, Florida. The construction includes a one-story facility and associated parking areas. The building will cover an area of 10,000 square feet. The purpose of the study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the proposed construction. Geotechnical field exploration included SPT borings, auger borings, and BHP test. Provided a geotechnical engineering report that outlined the testing procedures, described the site and subsurface conditions, and included geotechnical evaluations and recommendations regarding general site development, Foundation soil preparation requirements, Foundation and Pavement Recommendations, and Comments regarding factors that may impact construction and performance of the proposed construction.  TSFGeo provided Construction Material Testing and Special Inspection Services during the design and construction phases for the project. The new construction consisted of a new fire station that includes shallow foundations, slab on grade, CMU walls, metal trusses and girders. TSFGeo provided modified proctor values on structural fill, footings, slab and backfill material. LBR tests on subgrade and base material were taken. In-Place Density testing on structural fill, footings, slab, subgrade, base and backfill material were performed. Slump tests and temperature testing were taken on concrete. TSFGeo also tested the strength of the concrete cylinders for foundations. A certified building inspector from TSFGeo observed reinforcing steel in foundations, slabs, masonry walls, beams, erection of trusses, roof truss connections, roof sheathing/decks (welds), columns, and all inspections necessary to comply with permitted construction documents. Weekly documentation regarding laboratory tests, field data and inspection reports were distributed to the appropriate parties. A senior engineer was available to review all project reports, handle project coordination and attend meetings. The project was completed on time and within budget. 		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	TSFGeo	West Palm Beach, FL	Geotechnical Engineering, Construction Material and Laboratory Testing, and Inspection Services

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Raj Krishnasamy, P.E.	Principal-in-Charge	X	X	X	X	X	X	X	X	X	X
Kumar Vedula, P.E.	Principal Engineer	X		X		X	X	X	X	X	X
Harmon Bennett, P.E.	Principal Engineer	X	X	X	X					X	
N. Manoharan, PhD	Senior Specialist							X		X	
Morgan Dickinson, P.E., S.I.	Principal Materials Engineer	X	X		X	X					
Wilson Gonzalez	Director of Operations / Construction Materials Testing and Inspections	X	X		X				X		X
Jose Oliva	Senior CADD/GIS/MicroStation Manager, Geotechnical Field Supervisor	X		X	X	X	X	X	X	X	X
Stephen Hey	Construction Materials Testing and Inspections Project Coordinator / Estimating	X	X		X	X			X		X

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	The Els Center of Excellence, Jupiter, Florida	6	Northwest Cultural Trail and Styx Alley, City of West Palm Beach, Florida
2	Town Utility On-Call Town of Jupiter, Florida	7	Northlake Boulevard Widening from East of Hall Blvd. to Coconut Blvd., Palm Beach County, Florida
3	Realignment of Daniels Way at SR-706, Jupiter, Florida	8	Palm Beach County Convention Center Parking Garage, Palm Beach County, Florida
4	SFWMD STA-1E Western Flow-Way Modification, Imported Soil Project, Palm Beach County, Florida	9	SR 9/I-95 at Donald Ross Road Interchange, Palm Beach County, Florida
5	Evernia Street Alley Improvements, Jupiter, Florida	10	Minto Westlake – Fire Station #22, Westlake, Florida

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Company Profile

Tierra South Florida, Inc. d/b/a TSFGEO is a full-service consulting geotechnical engineering, construction materials testing and inspections firm with capabilities to provide test borings, engineering analyses and reports, AutoCAD and Microstation plan sheets, laboratory soils testing, and construction materials testing. TSFGEO's services also include threshold/special inspections and roofing inspection services.

The geotechnical and materials engineering services provide clients with a comprehensive range of siting, planning, design, construction, and quality control disciplines required for major construction projects.

Mr. Raj Krishnasamy, P.E. qualifies as a minority by Federal Guidelines. Mr. Krishnasamy is a licensed Engineer with more than 37 years of experience in geotechnical, material engineering and inspection services. TSFGEO is a certified **Disadvantaged Business Enterprise (DBE)** with the *Florida Department of Transportation* (FDOT). Additionally, TSFGEO is a certified **Small Business Enterprise (SBE)** with the *SFWMD and Pinellas County*. Our main office is in West Palm Beach, Florida with branch offices in Miami Lakes, Tampa and Orlando, Florida.

Geotechnical Engineering

TSFGEO provides a complete range of geotechnical engineering services. These services include site assessments, planning, field and laboratory investigations, design specifications and recommendations, quality control, instrumentation, and performance studies. TSFGEO will evaluate and then develop recommendations regarding both existing structures and new construction. Applications are for all types of buildings, airport facilities, transportation systems, landfills, dams, and other civil and private projects. TSFGEO's primary market is minority businesses set aside by City, County, State and Federal agencies.

Construction Materials Engineering and Testing

TSFGEO offers materials engineering, testing and inspection services applicable to the governmental, construction and manufacturing industries. During construction, monitoring and quality control services will cover every phase of construction and all materials used. TSFGEO's field and laboratory technicians hold industry-recognized certifications (ACI/CTQP/PCI/FPCA) for aggregates, asphalt, concrete, and earthwork testing as well as the drilled shaft, augercast pile, and pile driving monitoring.

Laboratory Facilities

TSFGEO owns and operates three fully equipped in-house soils, concrete, aggregate, and asphalt testing laboratories certified by Construction Materials Engineering Council (CMEC). TSFGEO labs follow American Society for Testing and Materials (ASTM) and American Association of State Highway and Transportation Officials (AASHTO) standards, and our laboratories are also validated by FDOT. TSFGEO's West Palm Beach Laboratory is also validated by the United States Army Corp of Engineers (USACE). These laboratories provide specialized testing services associated with geotechnical engineering, and construction materials to better meet the needs of its clients. TSFGEO's laboratory facilities are designed and operated to provide fast, reliable information to ensure the meeting of client's needs. The trained and certified laboratory staff will routinely perform physical properties testing of soil, rock, concrete, steel, asphalt, and composite building materials. These testing services are performed in support of all project phases, including site investigations and assessments, design, and construction.

Corporate and Project Management Philosophy

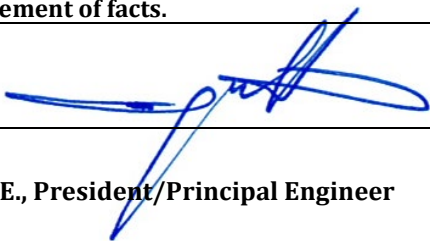
The TSFGEO organization is committed to minimizing corporate administrative control which allows both branch management and specific technical teams to take correct and timely actions to meet the objectives of their clients. Employees stress quality, and responsive services in which they will take a great deal of pride. Client satisfaction with the quality of TSFGEO's work, past and future, will result in a large percentage of work being performed for repeat clients.

Interaction with Regulatory Agencies

TSFGEO has an excellent working relationship with FDOT as well as SFWMD. When working within the right of way of these agencies, TSFGEO will submit an application for the request of a work permit and obtain the proper authorization prior to proceeding with work. TSFGEO will then follow up with a meeting to explain the scope in detail and notify the agency at completion.

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

February 25, 2024

33. NAME AND TITLE

Raj Krishnasamy, P.E., President/Principal Engineer

1. SOLICITATION NUMBER *(If any)*

W2413

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Tierra South Florida, Inc. d/b/a TSFGeo					3. YEAR ESTABLISHED 2003		4. UNIQUE ENTITY IDENTIFIER YXJCLPM6WJ84	
2b. STREET 2765 Vista Parkway, Suite 10					5. OWNERSHIP			
					a. TYPE Corporation			
2c. CITY West Palm Beach			2d. STATE FL	2e. ZIP CODE 33411		b. SMALL BUSINESS STATUS DBE - FDOT UCP SBE – Pinellas County & SFWMD		
6a. POINT OF CONTACT NAME AND TITLE Raj Krishnasamy, P.E., President/Principal Engineer					7. NAME OF FIRM <i>(If block 2a is a branch office)</i> N/A			
6b. TELEPHONE NUMBER (561) 687-8536		6c. E-MAIL ADDRESS Raj@TSFGeo.com						
8a. FORMER FIRM NAME(S) <i>(If any)</i>					8b. YR. ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	
N/A					N/A		N/A	
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS				
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>		
		(1) FIRM	(2) BRANCH					
2	Administrative	6	6	S05	Soils and Geologic Studies; Foundations	6		
8	CADD Technician	2	2	T02	Testing and Inspection Services	6		
27	Foundation/Geotechnical Eng	7	7					
58	Technician/Analyst	27	27					
15	Construction Inspector	5	5					
16	Construction Manager	2	2					
Total		49	49					
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER						
a. Federal Work		6		1. Less than \$100,000.		6. \$2 million to less than \$5 million		
b. Non-Federal Work		6		2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million		
c. Total Work		7		3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million		
				4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million		
				5. \$1 million to less than \$2 million		10. \$50 million or greater		

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

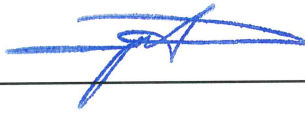
a. SIGNATURE	b. DATE
	February 25, 2024
c. NAME AND TITLE	
Raj Krishnasamy, P.E., President/Principal Engineer	

Contractor E-Verify Affidavit

I hereby certify that Tierra South Florida, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Tierra South Florida, Inc.'s proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Raj Krishnasamy, P.E.

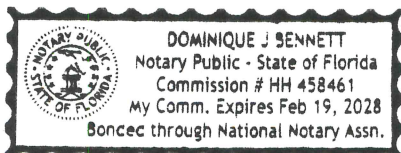
Date: March 28, 2024

STATE OF FLORIDA

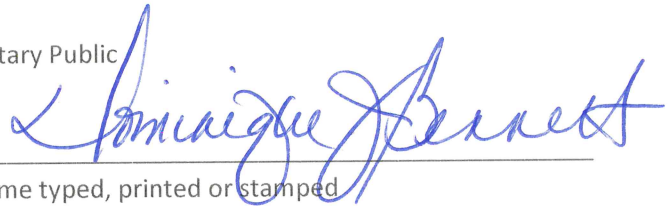
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence notarization, this March 28, 2024 by Raj Krishnasamy, President of Tierra South Florida, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

[Notary Seal]



Notary Public



Name typed, printed or stamped

My Commission Expires:

2/19/2028

Company ID Number: 318532

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Tierra South Florida, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Tierra South Florida, Inc.	
Name (Please Type or Print) Rajan Krishnasamy	Title
Signature Electronically Signed	Date 04/12/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/12/2010

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Tierra South Florida, Inc.
Company Facility Address	2765 Vista Parkway Suite 10 West Palm Beach, FL 33411
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	200282450
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Bonni L Funt
Phone Number 5616878536106
Fax 5616878570
Email bfunt@TSFGeo.com

Name Raian Krishnasamy
Phone Number 5616878536
Fax 5616878570
Email Rai@Tierrasf.com

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This list represents the first 20 Program Administrators listed for this company.

Attachment 7

**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES**

**Geotechnical Engineering and Construction Materials Testing Services
Contract No. W2413A**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and **GFA International, Inc. dba Universal Engineering Sciences, 1215 Wallace Dr., Delray Beach, Florida 33444**, a State of Florida Corporation **65-0874962** (FEID number) hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced CONSULTANT to provide professional geotechnical engineering and materials testing services for its Utilities and Engineering & Public Works; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional geotechnical engineering and testing services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

WHEREAS, the CONSULTANT has responded to the TOWN'S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional geotechnical engineering and materials testing services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget and through the adoption of the five-year Capital Improvement Plan which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed Work Order for each project for the TOWN's approval prior to commencement of work; and

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1. Professional geotechnical engineering and technical services related to geotechnical engineering design and construction materials testing on an as needed basis for various design and

construction projects, including those to plan or implement the Town's Community Investment Program, for both the Town of Jupiter Utilities and Engineering & Public Works Departments.

- 1.2. The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of professional geotechnical and engineering materials testing services. Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms.
- 1.3. CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.4. The CONSULTANT agrees that the Sub-Consultants identified in the "Organizational Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

- 2.1. The term of this CONTRACT is for three (3) consecutive years and shall commence on the date of this CONTRACT. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the three (3) year term for one successive three (3) year term by mutual written agreement between the Town and the Consultant beginning on the anniversary date of this CONTRACT. If the CONSULTANT intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.
- 2.2. There shall be no fee increase allowed within the initial contract term. CONSULTANT may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as "Exhibit C," and made a part of this CONTRACT.

CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as "Exhibit C" and attached hereto, shall remain in effect for a period of three (3) years from the date of CONTRACT execution and shall be renegotiated if the contract is renewed as provided in Section 2.1.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONSULTANT agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.
- 3.5. All work compensated for under this Agreement, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this agreement shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plans and other related documents.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- 4.2. The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by certified testing reports for which payment is being requested. Monthly invoices shall reference the Contract Number W2413 as well as the Town's Work Order No, Purchase Order No, project name and project job number. Invoices shall be sent to the appropriate Town project manager their respective department: Utilities and/or Engineering & Public Works.
- 5.2. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the CONSULTANT has performed the work according to the terms and conditions of this CONTRACT.
- 5.3. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the Town shall require the CONSULTANT to reevaluate the invoice and resubmit to the Town for approval. Upon a successful reconciliation the Town shall pay the invoice within 30 days.

6. INDEMNIFICATION AND INSURANCE

- 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the CONSULTANT, its sub-consultants, agents, assigns, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its sub-consultants, agents, assigns, and employees with the terms of this CONTRACT.
- 6.2. The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. If the CONSULTANT fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the CONSULTANT. The CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.
- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.
- 7.4. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.
- 7.5. In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be

certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

- 8.1. The CONSULTANT, its employees, sub-consultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, sub-consultants or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4. Pursuant to Section 287-055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2. The CONSULTANT shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3. The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all record maintained by CONSULTANT OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a CONSULTANT does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A CONSULTANT who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**210 MILITARY TRAIL
JUPITER, FL 33458
561-741-2270
JENNIFERM@JUPITER.FL.US**

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.6. All documents, including, but not limited to, Sunshine State One Call Tickets and related information, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

- 10.7. The CONSULTANT shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

11. GENERAL PROVISIONS

- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.
- 11.2. Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 11.4. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.5. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.6. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.8. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure

to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

- 11.9. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors. The Consultant understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

12. CONFLICTS

- 12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the CONSULTANT'S representation.
- 12.2. CONSULTANT represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by CONSULTANT under the terms of this Agreement.

13. DOCUMENTS COMPRISING CONTRACT

- 13.1. The Contract Documents shall include this CONTRACT as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Proposals (RFP) and all of its addenda, appendices and exhibits which are part of the RFP set forth above.
 - b. CONSULTANT's Certificate of Insurance
 - c. CONSULTANT's Proposal and all included documents as a response to the TOWN'S RFP

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

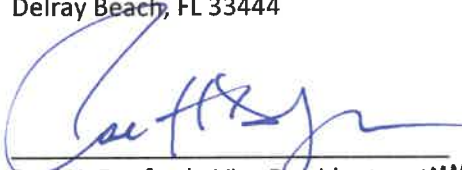
Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CONSULTANT

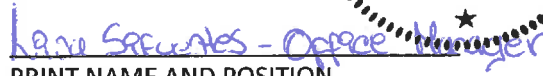
GFA International, Inc. dba
Universal Engineering Sciences
1215 Wallace Dr.
Delray Beach, FL 33444



Paul H. Danforth, Vice President

(CORPORATE SEAL)

ATTEST



PRINT NAME AND POSITION



Exhibit A – Scope of Services

I. INTRODUCTION

To assist the staff of the Town of Jupiter Utilities and Engineering & Public Works Departments with its implementation of their capital programs and operating and maintenance projects by providing professional geotechnical engineering and materials testing services.

II. SCOPE OF SERVICES

Provide a full range of geotechnical engineering, construction materials testing and related technical services on an as-needed basis for any one or more of the following services:

Geotechnical Services

Standard Proctor

Modified Proctor

Field Density Test

Limerock Bearing Ratio (LBR)

Florida Bearing Value (FBV)

Unconfined Compression

Grain-Size Analysis (Mechanical)

Single Sieve Analyses (Wash 200)

Grain-Size Analysis (Hydrometer)

Atterberg Limits

Laboratory Permeabilities

Chemical Analyses (carbonates of calcium and magnesium) resistivity, chlorides, sulfates, pH

Organic Content

Standard Penetration Test Borings

Undisturbed Sampling

Power Auger Borings

SFWMD Exfiltration Tests

Manual Auger Borings

Concrete Testing

Concrete Cylinders: slump test, casting, transporting, curing and testing

Air Content

Unit Weight of Concrete

Absorption

Windsor Probe

Swiss Hammer Test

Field Coring (2" or 4" cores)

Compression Testing of Field Cores

Mortar Cubes or cylinders

Asphalt Testing

Stability Tests (Hubbard Field or Marshall)

Bitumen Content (extraction)

Sieve Analysis of Extracted Aggregate

Pavement Section Thickness Determination using 2" or 4" Core Drill (Quantities of 10 or more)

Specific Gravity of Asphalt Cores for Density Determination

Exhibit A – Scope of Services (Continued)

Construction Site Monitoring

Vibration Monitoring

Noise Monitoring

Engineering Services

Services of a Registered Engineer

Services of a Non-Registered Engineer

Draftsperson

Technician Inspection Services

Perform related engineering and planning studies/investigations, preparation of reports, sketches, and analyses as required for project bidding, inspection and administration of construction, permitting, preparation of applications for grants and loans, etc.

All work to be performed under this Contract will be located within the established service area of the Town's water and storm water utilities, which includes the incorporated limits of the Town of Jupiter, Juno Beach and select, unincorporated areas within Martin and Palm Beach Counties.

III. REQUEST FOR PROPOSAL

The Town will initiate a request for a project-specific proposal to the selected firm(s) on a non-exclusive basis. Each Consultant shall be responsive to the Town's request, and be capable of reviewing construction contracts, drawings and/or conducting field investigations, as needed, to prepare a scope of work, fee, and schedule for Town review. At a minimum, each proposal shall include enough detail to show the quantity and type(s) of testing anticipated for the work order, staff time to review data and prepare reports, and related deliverables, where appropriate, to provide the project-specific geotechnical engineering and construction materials testing services.

Consultants shall establish a total fee for the proposal based on the approved negotiated rates of the Contract. The rates for various construction materials testing services shall be inclusive of travel time to/from site, related materials and equipment to complete the work and field reporting to document activities as well as clearly define the number of included tests, and technician time to complete tests. Proposals shall clearly identify the fee(s) for field testing services separate from those fee(s) related to any additional staff/engineering time to review data, compile results, and/or prepare related narratives, analysis and reports, where applicable.

IV. WORK AUTHORIZATION

Work on specific projects will be authorized by written sequentially numbered amendments, hereinafter referred to as Work Orders, to this contract agreement. The Consultant will be required to establish a project account for each separate and specific work order with the associated Town of Jupiter job number and name. Upon receipt of the Town's Work Order, firm(s) may provide geotechnical and construction testing services directly to the Town and/or on behalf of the Town in coordination with a Town-selected Contractor. The Town will notify the firm of the selected Contractor who will be required to contact the firm, directly, to schedule and coordinate testing activities.

Exhibit A – Scope of Services (Continued)

V. FIELD TESTING SERVICES

Consultants shall be capable of providing field testing services with 24 hours' notice. The services of the Consultant will be paid for by the Town of Jupiter, not the Contractor. Therefore, the Consultant will be responsible to ensure that a Town representative is present for all testing services conducted under this contract. Field technicians shall be familiar with the project's specifications and testing criteria when completing work on site and provide timely notification of test results that fail to meet the project's criteria along with conditions and/or status of work at the site that may result in the need to incur standby time. A field report documenting site conditions and a summary of work performed shall be submitted to the Town for each day that the Firm provides construction materials testing services.

VI. DELIVERABLES

A list of deliverables shall be submitted as detailed in the scope of professional services for each work order. The deliverables shall be submitted on or before the date provided in the schedule.

The Consultant(s) understands that time is of the essence especially as it relates to work / services provided under this contract. Consultant(s) will be responsive to the Town and the Town's Contractor(s) in scheduling field work / tests, returning phone calls and emails, providing reports, and submitting invoices

VII. INVOICES

Invoices shall be submitted to the Town in an electronic format and separately for each work authorization, which includes the following information

- Town work order number and project name
- Town purchase order number
- Firm's federal identification number

Firms shall invoice for work completed and in accordance with the approved scope of work and fees detailed in the prior, approved proposal. Timely notification shall be provided to the Town should the Firm incur unanticipated or unforeseen additional costs outside the original scope of work including but not limited to an increased number of tests, standby time, etc. in order to evaluate the need for an amendment to the original proposal and work authorization.

Exhibit B – Organizational Chart

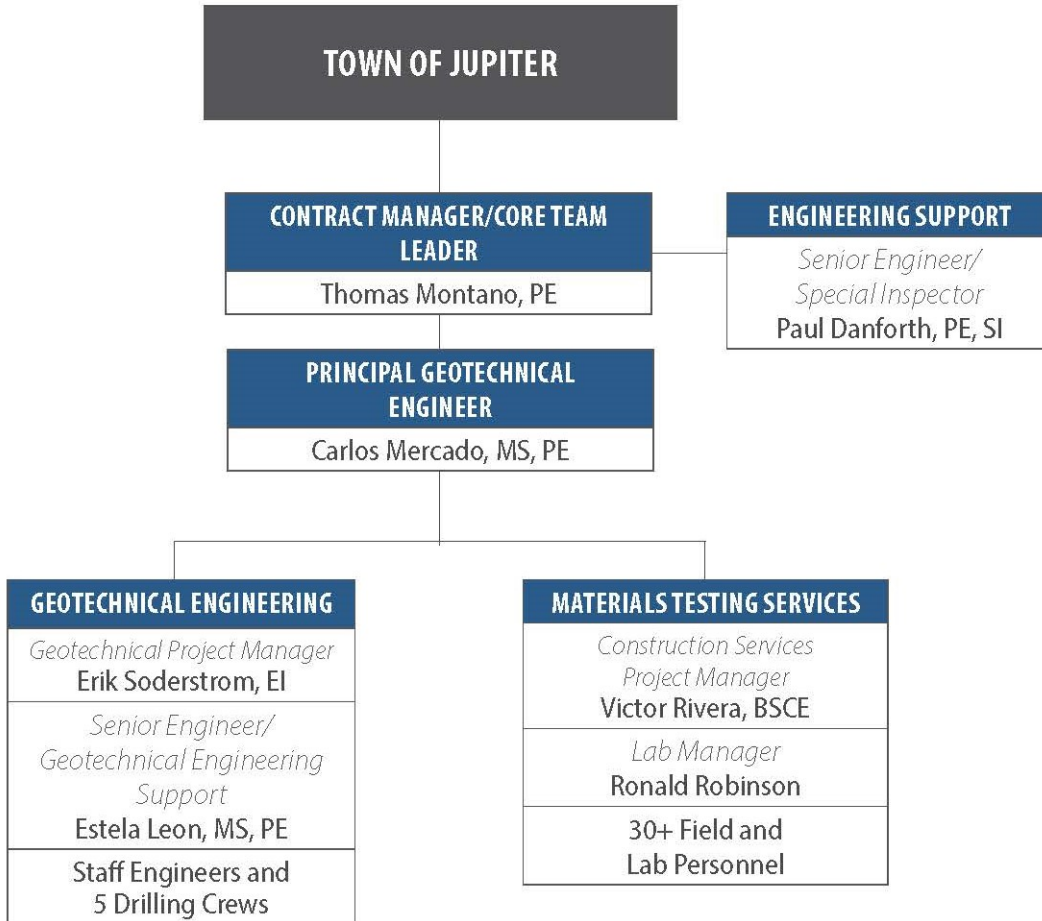


Exhibit C – Basis for Compensation and Fee Schedule

I. BASIS FOR COMPENSATION

The Town shall pay to the CONSULTANT for providing and performing the professional geotechnical engineering and materials testing services set forth in each approved work order as follows:

The basis of compensation shall be at the Fee Schedule as attached hereto as part of Exhibit “C” and includes the direct labor cost, fringe benefits, general overhead, and profit margin. Reimbursement for subcontractors will be billed at cost times 1.0. All non-project related clerical and administrative costs are considered to be included in the overhead.

Notwithstanding the foregoing, the compensation paid by the Town to the CONSULTANT for labor and expenses shall not exceed the Not-to-exceed price set forth in the approved Work Order without prior approval from the Town.

II. FREQUENCY OF BILLING

Invoicing shall be submitted to the Town on a monthly basis, or on the basis of “deliverables”, in accordance with the Contract Agreement.

III. SUPPLEMENTAL RECORDS

The CONSULTANT must maintain adequately detailed time records for all principals, partners, and technical employees who devote time to the work, and any part of whose salaries is included in Direct labor cost. Time sheets, if requested by the Town, are to be provided upon presentation of each invoice. Receipts and other documents shall be provided to the Town to substantiate all expenditure.

IV. FEE SCHEDULE



*Please note: all unit rates are all-inclusive, including personnel time, equipment, travel, engineering, etc.

Section I – Soils Testing	
Description of Services	Cost
1. Field Density Testing – Min. Five (5) / Trip	
A. Minimum Two Tests in 30 Minutes	\$30.00/ea
B. Minimum Four Tests in 60 Minutes	\$25.00/ea
C. Standby Time** **charged in 30-minute increments when below the minimum number of tests	\$75.00/hour
2. Proctor	\$110.00/test
3. Florida Bearing Value Test	\$50.00/test
4. Limerock Bearing Ratio Test	\$325.00/test
5. Atterberg Test	\$70.00/test
6. Carbonate Content Test	\$75.00/test
7. Organic Content Test	\$55.00/test
8. D.O.T Corrosivity	\$175.00/test
9. Soil Observation (Onsite)	\$75.00/hour
10. Natural Sample Moisture Content	\$20.00/test
11. Unit Weight & Moisture Content (Undisturbed Sample)	\$30.00/test

Section II – Concrete & Masonry Materials	
Description of Services	Cost
1. Concrete Compression Testing – Min. Four (4) / Trip	
A. Onsite cylinder preparation and delivery to lab	\$150.00/set
2. Additional Concrete Cylinders	\$20.00/cylinder
3. Concrete Compression Test Only (Delivery to lab)	\$20.00/cylinder
4. Slump Test	\$25.00/set
5. Air Content Test	\$50.00/test
6. Standby	
A. 30 Minutes	\$37.50/hour
B. One Hour	\$75.00/hour
7. Grout Prism – Six (6) / Set	
A. Onsite prism preparation	\$150.00/set
8. 2"x2" Mortar Cubes – Six (6) / Set	
A. Onsite cube preparation	\$150.00/set
9. Additional Cubes	\$20.00/ea
10. Masonry Units	
A. Compressive strength	\$75.00/unit
B. Absorption	\$25.00/unit
11. Concrete Cores – Min. Three (3)	
A. Mobilization	\$200.00/ea
B. Secure, trim, and test	\$85.00/core
C. Core testing (delivery to lab, including trim)	\$50.00/core
12. Swiss Hammer Test (Min. Number of Hours)	\$95.00/hour
13. Windsor Probe Test (Min. Three (3) Shots)	\$225.00/test
14. Additional Windsor Probe Tests	\$100.00/test

Section III – Aggregate Testing	
Description of Services	Cost
1. Grain Size Determination	
A. Full Grain Size (Eight (8) Sieves)	\$100.00/test
B. Wash Through (#200)	\$60.00/test
2. Sieve Analysis – Coarse Aggregate	\$90.00/test
3. Specific Gravity & Absorption of Fine or Coarse Aggregate	\$70.00/test

Section IV – Asphalt Testing	
Description of Services	Cost
1. Asphalt Cores (Obtaining Core Samples)	
A. Mobilization (Coring Machine & Generator Rental)	\$200/ea
B. Obtaining Core Samples	\$75.00/ea
2. Asphalt Extraction and Gradation	\$300.00/test
3. Asphalt Density and Thickness	\$45.00/test
4. Marshall Stability (Density, Flow, and Stability of Three Specimens; 50 Shots)	\$175.00/test
5. Asphalt Density Testing (Nuclear Gauge Backscatter Mode)	\$25.00/ea
6. Superpave Resolution Testing	
A. Gyratory Compaction (Bulk Specific Gravity)	\$300.00/test
B. Rice Testing	\$150.00/test ea

Section V – Inspection Services	
Description of Services	Cost
1. Concrete Inspection (Jobsite or Plant)	\$105.00/hour
2. Pile Driving Inspection	\$95.00/hour
3. Prestress Yard Inspection	\$105.00/hour
4. Steel Inspection	\$105.00/hour
5. Threshold Inspection	\$105.00/hour
6. Asphalt Inspection (Roadway or Plant)	\$95.00/hour
7. Pile Dynamic Testing Services (PDA)	\$95.00/hour
8. Helical Pile Inspection	\$95.00/hour
9. Drill Shaft Logging/Inspection Services	\$95.00/hour

Section VI – Field Explorations/Investigations	
Description of Services	Cost
1. Auger Borings	\$18.00/LF
2. Hand Augers	\$18.00/LF
3. Drilling Equipment Mobilization (to Jupiter)	\$400.00/Trip
4. Standard Penetration Tests	
A. Truck Rig (0'-50')	\$18.00 per LF/Min. \$500 per Job
B. Truck Rig (51'-100')	\$24.00 per LF/Min. \$500 per Job
5. Grout Bore Holes	
A. 0'-50'	\$4.50/LF
B. 51'-100'	\$5.50/LF
6. Casing	
A. 0'-50'	\$7.00/ft
B. 51'-100'	\$9.00/ft
7. Static Cone Penetration Test (0' - 100')	\$18.00/LF
8. Muck Probing (Number of Hours Min.)	\$95.00/hour

607 NW Commodity Cove | Port St. Lucie, FL 34986 | ph 772-924-3575 | fax 772-924-3580
TeamUES.com

Section VII – Miscellaneous Services	
Description of Services	Cost
1. Foundation Analysis and Recommendation	\$150.00/hour
2. Percolation Test	\$450.00/test
3. Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)	\$35.00/ft
4. Plug and Abandon Monitoring Well	\$150.00/hour
5. GPR Services (Half Day)	\$1,500.00/half day
6. GPR Services (Full Day)	\$1,800.00/full day
7. SWPPP Inspections	\$250.00/inspection
8. Environmental Laboratory Analysis	Cost + 15%
9. ASTM Air and Water Chamber Window/Door Testing	TBD
10. ASTM Nozzle Testing - Window/Door	TBD
11. ASTM Horizontal Surface Flood Testing – Roof/Balcony	TBD

Section VIII – Engineering and Professional Services	
Description of Services	Cost
1. Principal Engineer (As Needed)	\$160.00/hour
2. Senior Geotechnical Engineer	\$150.00/hour
3. Professional Engineer (P.E.)	\$150.00/hour
4. Staff Engineer (Non-Registered)	\$95.00/hour
5. Senior Engineering Technician	\$85.00/hour
6. Engineering Technician	\$75.00/hour
7. Drafter/CADD Technician	\$75.00/hour
8. Office Administrator	\$75.00/hour
9. Licensed Thermographer	\$150.00/hour
10. Certified Industrial Hygienist	\$195.00/hour
11. Professional Geologist	\$150.00/hour
12. Building Envelope Consultant	\$175.00/hour
13. Florida Licensed Asbestos Consultant	\$175.00/hour
14. Florida Licensed Mold Assessor	\$125.00/hour
15. Licensed Asbestos Inspector/ Management Planner/Designer/Supervisor	\$125.00/hour
16. Florida Licensed Radon Measurement Specialist	\$175.00/hour
17. Florida Licensed Radon Technician	\$125.00/hour
18. Project Scientist/Staff Professional	\$125.00/hour
19. Geologist/Engineer/Scientist	\$105.00/hour
20. Senior Environmental Technician/Air Monitor	\$135.00/hour
21. Environmental Technician	\$95.00/hour
22. Technical Writer	\$95.00/hour

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TeamUES.com

Exhibit D – Insurance Requirements

The CONSULTANT shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. WORKER’S COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer’s Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall be in compliance with applicable State and Federal laws.
2. COMPREHENSIVE GENERAL LIABILITY: Shall have the minimum limits of coverage described below. This shall include Premises and Operations, Independent CONTRACTORS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.

(1) Bodily Injury:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
\$1,000,000 Products and Completed Operations

(2) Property Damage:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

(3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage where applicable.

(4) Personal Injury, with employment exclusion deleted
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

3. COMPREHENSIVE AUTOMOBILE LIABILITY: Shall have the minimum limits of coverage for bodily injury and property damage per person, accident and per occurrence as described below. This shall be an “any-auto” policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.

(1) Bodily Injury:
\$1,000,000 Each Person
\$1,000,000 Each Accident

(2) Property Damage:
\$1,000,000 Each Occurrence

4. PROFESSIONAL LIABILITY: Insurance and Indemnification - The CONTRACTOR shall maintain Professional Liability Insurance covering the CONTRACTOR for sums which the CONTRACTOR shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONTRACTOR’S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter, Florida shall be included as a named insured party under the CONSULTANT's Insurance policies referenced herein above. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. The following paragraph is required to appear unaltered on the Certificate of Insurance:

"The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy and shall be provided any Notice of Cancellation of any of the above referenced policies."

A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town of Jupiter with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the Town of Jupiter is named as an additional named insured shall not apply to the TOWN.

All Certificates of Insurance shall be kept on file with the Town of Jupiter, and approved by the TOWN prior to the commencement of any work activities. The Certificate of Insurance shall be issued to the Town of Jupiter, Florida at the following address:

Town of Jupiter Utilities
Attn: Rebecca Wilder
17403 Central Boulevard
Jupiter, Florida 33458

Violation of the terms of this Section and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Carly Samuel PHONE (A/C, No, Ext): 7706705324 E-MAIL: uescerts@greyling.com ADDRESS: 770.670.5324
INSURED GFA International, Inc., DBA Universal Engineering Sciences LLC 1215 Wallace Dr. Delray Beach FL 33444	UNIVENG
INSURER(S) AFFORDING COVERAGE	
INSURER A: Arch Insurance Company	NAIC # 11150
INSURER B: Endurance American Specialty Ins Co	NAIC # 41718
INSURER C: Evanston Insurance Company	NAIC # 35378
INSURER D: Landmark American Insurance Company	NAIC # 33138
INSURER E: StarStone Specialty Insurance Company	NAIC # 44776
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1281069531**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	ZAGLB9255700	5/1/2023	5/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Employee Benefits \$1,000,000
A B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULE D AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	ZACAT9289700 EXT30030240900	5/1/2023 1/1/2023	5/1/2024 5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto \$2,000,000
C D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	MKLV2EUE101545 LHA100521	1/1/2023 1/1/2023	5/1/2024 5/1/2024	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	ZAWCI9995400	5/1/2023	5/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E C	Excess GL Professional Liab incl. Pollution Liab			77102C232ALI MKLV7PL0005710	1/1/2023 2/1/2023	5/1/2024 5/1/2024	Per Occ./Aggregate 4,000,000 Per Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract W2413A - Professional Geotechnical Engineering and Materials Testing Services Additional Insured: Town of Jupiter

CERTIFICATE HOLDER**CANCELLATION**Town of Jupiter
210 Military Trail
Jupiter FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment 8

**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND TERRACON CONSULTANTS, INC.**

**Geotechnical Engineering and Construction Materials Testing Services
Contract No. W2413B**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and **Terracon Consultants, Inc., 1225 Omar Road, West Palm Beach, FL 33405**, a State of Florida Corporation **42-1249917** (FEID number) hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced CONSULTANT to provide professional geotechnical engineering and materials testing services for its Utilities and Engineering & Public Works; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional geotechnical engineering and testing services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

WHEREAS, the CONSULTANT has responded to the TOWN'S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional geotechnical engineering and materials testing services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget and through the adoption of the five-year Capital Improvement Plan which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed Work Order for each project for the TOWN's approval prior to commencement of work; and

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1. Professional geotechnical engineering and technical services related to geotechnical engineering design and construction materials testing on an as needed basis for various design and

construction projects, including those to plan or implement the Town's Community Investment Program, for both the Town of Jupiter Utilities and Engineering & Public Works Departments.

- 1.2. The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of professional geotechnical and engineering materials testing services. Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms.
- 1.3. CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.4. The CONSULTANT agrees that the Sub-Consultants identified in the "Organizational Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

- 2.1. The term of this CONTRACT is for three (3) consecutive years and shall commence on the date of this CONTRACT. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the three (3) year term for one successive three (3) year term by mutual written agreement between the Town and the Consultant beginning on the anniversary date of this CONTRACT. If the CONSULTANT intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.
- 2.2. There shall be no fee increase allowed within the initial contract term. CONSULTANT may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as "Exhibit C," and made a part of this CONTRACT.

CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as "Exhibit C" and attached hereto, shall remain in effect for a period of three (3) years from the date of CONTRACT execution and shall be renegotiated if the contract is renewed as provided in Section 2.1.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONSULTANT agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.
- 3.5. All work compensated for under this Agreement, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this agreement shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plans and other related documents.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- 4.2. The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by certified testing reports for which payment is being requested. Monthly invoices shall reference the Contract Number W2413 as well as the Town's Work Order No, Purchase Order No, project name and project job number. Invoices shall be sent to the appropriate Town project manager their respective department: Utilities and/or Engineering & Public Works.
- 5.2. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the CONSULTANT has performed the work according to the terms and conditions of this CONTRACT.
- 5.3. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the Town shall require the CONSULTANT to reevaluate the invoice and resubmit to the Town for approval. Upon a successful reconciliation the Town shall pay the invoice within 30 days.

6. INDEMNIFICATION AND INSURANCE

- 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the CONSULTANT, its sub-consultants, agents, assigns, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its sub-consultants, agents, assigns, and employees with the terms of this CONTRACT.
- 6.2. The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. If the CONSULTANT fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the CONSULTANT. The CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.
- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.
- 7.4. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.
- 7.5. In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be

certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

- 8.1. The CONSULTANT, its employees, sub-consultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, sub-consultants or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4. Pursuant to Section 287-055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2. The CONSULTANT shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3. The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all record maintained by CONSULTANT OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a CONSULTANT does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A CONSULTANT who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**210 MILITARY TRAIL
JUPITER, FL 33458
561-741-2270
JENNIFERM@JUPITER.FL.US**

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT 'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.6. All documents, including, but not limited to, Sunshine State One Call Tickets and related information, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

- 10.7. The CONSULTANT shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

11. GENERAL PROVISIONS

- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.
- 11.2. Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 11.4. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.5. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.6. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.8. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure

to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

- 11.9. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors. The Consultant understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

12. CONFLICTS

- 12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the CONSULTANT'S representation.
- 12.2. CONSULTANT represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by CONSULTANT under the terms of this Agreement.

13. DOCUMENTS COMPRISING CONTRACT

- 13.1. The Contract Documents shall include this CONTRACT as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Proposals (RFP) and all of its addenda, appendices and exhibits which are part of the RFP set forth above.
 - b. CONSULTANT's Certificate of Insurance
 - c. CONSULTANT's Proposal and all included documents as a response to the TOWN'S RFP

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CONSULTANT

Terracon Consultants, Inc
1225 Osmar Road
West Palm Beach, FL 33405



Michael J. O'Connor, P.E., Principal

(CORPORATE SEAL)

ATTEST


Patrick Courtney, Asst. Secretary

Exhibit D – Insurance Requirements

The CONSULTANT shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER’S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer’s Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall be in compliance with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of coverage described below. This shall include Premises and Operations, Independent CONTRACTORS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.

(1) Bodily Injury:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
\$1,000,000 Products and Completed Operations

(2) Property Damage:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

(3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage where applicable.

(4) Personal Injury, with employment exclusion deleted
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

3. **COMPREHENSIVE AUTOMOBILE LIABILITY:** Shall have the minimum limits of coverage for bodily injury and property damage per person, accident and per occurrence as described below. This shall be an “any-auto” policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.

(1) Bodily Injury:
\$1,000,000 Each Person
\$1,000,000 Each Accident

(2) Property Damage:
\$1,000,000 Each Occurrence

4. **PROFESSIONAL LIABILITY: Insurance and Indemnification** - The CONTRACTOR shall maintain Professional Liability Insurance covering the CONTRACTOR for sums which the CONTRACTOR shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONTRACTOR’S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter, Florida shall be included as a named insured party under the CONSULTANT's Insurance policies referenced herein above. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. The following paragraph is required to appear unaltered on the Certificate of Insurance:

"The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy and shall be provided any Notice of Cancellation of any of the above referenced policies."

A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town of Jupiter with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the Town of Jupiter is named as an additional named insured shall not apply to the TOWN.

All Certificates of Insurance shall be kept on file with the Town of Jupiter, and approved by the TOWN prior to the commencement of any work activities. The Certificate of Insurance shall be issued to the Town of Jupiter, Florida at the following address:

Town of Jupiter Utilities
Attn: Rebecca Wilder
17403 Central Boulevard
Jupiter, Florida 33458

Violation of the terms of this Section and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CONSULTANT

Terracon Consultants, Inc
1225 Osmar Road
West Palm Beach, FL 33405

Michael J. O'Connor, P.E., Principal

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

Exhibit A – Scope of Services

I. INTRODUCTION

To assist the staff of the Town of Jupiter Utilities and Engineering & Public Works Departments with its implementation of their capital programs and operating and maintenance projects by providing professional geotechnical engineering and materials testing services.

II. SCOPE OF SERVICES

Provide a full range of geotechnical engineering, construction materials testing and related technical services on an as-needed basis for any one or more of the following services:

Geotechnical Services

Standard Proctor

Modified Proctor

Field Density Test

Limerock Bearing Ratio (LBR)

Florida Bearing Value (FBV)

Unconfined Compression

Grain-Size Analysis (Mechanical)

Single Sieve Analyses (Wash 200)

Grain-Size Analysis (Hydrometer)

Atterberg Limits

Laboratory Permeabilities

Chemical Analyses (carbonates of calcium and magnesium) resistivity, chlorides, sulfates, pH

Organic Content

Standard Penetration Test Borings

Undisturbed Sampling

Power Auger Borings

SFWMD Exfiltration Tests

Manual Auger Borings

Concrete Testing

Concrete Cylinders: slump test, casting, transporting, curing and testing

Air Content

Unit Weight of Concrete

Absorption

Windsor Probe

Swiss Hammer Test

Field Coring (2" or 4" cores)

Compression Testing of Field Cores

Mortar Cubes or cylinders

Asphalt Testing

Stability Tests (Hubbard Field or Marshall)

Bitumen Content (extraction)

Sieve Analysis of Extracted Aggregate

Pavement Section Thickness Determination using 2" or 4" Core Drill (Quantities of 10 or more)

Specific Gravity of Asphalt Cores for Density Determination

Exhibit A – Scope of Services (Continued)

Construction Site Monitoring

Vibration Monitoring

Noise Monitoring

Engineering Services

Services of a Registered Engineer

Services of a Non-Registered Engineer

Draftsperson

Technician Inspection Services

Perform related engineering and planning studies/investigations, preparation of reports, sketches, and analyses as required for project bidding, inspection and administration of construction, permitting, preparation of applications for grants and loans, etc.

All work to be performed under this Contract will be located within the established service area of the Town's water and storm water utilities, which includes the incorporated limits of the Town of Jupiter, Juno Beach and select, unincorporated areas within Martin and Palm Beach Counties.

III. REQUEST FOR PROPOSAL

The Town will initiate a request for a project-specific proposal to the selected firm(s) on a non-exclusive basis. Each Consultant shall be responsive to the Town's request, and be capable of reviewing construction contracts, drawings and/or conducting field investigations, as needed, to prepare a scope of work, fee, and schedule for Town review. At a minimum, each proposal shall include enough detail to show the quantity and type(s) of testing anticipated for the work order, staff time to review data and prepare reports, and related deliverables, where appropriate, to provide the project-specific geotechnical engineering and construction materials testing services.

Consultants shall establish a total fee for the proposal based on the approved negotiated rates of the Contract. The rates for various construction materials testing services shall be inclusive of travel time to/from site, related materials and equipment to complete the work and field reporting to document activities as well as clearly define the number of included tests, and technician time to complete tests. Proposals shall clearly identify the fee(s) for field testing services separate from those fee(s) related to any additional staff/engineering time to review data, compile results, and/or prepare related narratives, analysis and reports, where applicable.

IV. WORK AUTHORIZATION

Work on specific projects will be authorized by written sequentially numbered amendments, hereinafter referred to as Work Orders, to this contract agreement. The Consultant will be required to establish a project account for each separate and specific work order with the associated Town of Jupiter job number and name. Upon receipt of the Town's Work Order, firm(s) may provide geotechnical and construction testing services directly to the Town and/or on behalf of the Town in coordination with a Town-selected Contractor. The Town will notify the firm of the selected Contractor who will be required to contact the firm, directly, to schedule and coordinate testing activities.

Exhibit A – Scope of Services (Continued)

V. FIELD TESTING SERVICES

Consultants shall be capable of providing field testing services with 24 hours' notice. The services of the Consultant will be paid for by the Town of Jupiter, not the Contractor. Therefore, the Consultant will be responsible to ensure that a Town representative is present for all testing services conducted under this contract. Field technicians shall be familiar with the project's specifications and testing criteria when completing work on site and provide timely notification of test results that fail to meet the project's criteria along with conditions and/or status of work at the site that may result in the need to incur standby time. A field report documenting site conditions and a summary of work performed shall be submitted to the Town for each day that the Firm provides construction materials testing services.

VI. DELIVERABLES

A list of deliverables shall be submitted as detailed in the scope of professional services for each work order. The deliverables shall be submitted on or before the date provided in the schedule.

The Consultant(s) understands that time is of the essence especially as it relates to work / services provided under this contract. Consultant(s) will be responsive to the Town and the Town's Contractor(s) in scheduling field work / tests, returning phone calls and emails, providing reports, and submitting invoices

VII. INVOICES

Invoices shall be submitted to the Town in an electronic format and separately for each work authorization, which includes the following information

- Town work order number and project name
- Town purchase order number
- Firm's federal identification number

Firms shall invoice for work completed and in accordance with the approved scope of work and fees detailed in the prior, approved proposal. Timely notification shall be provided to the Town should the Firm incur unanticipated or unforeseen additional costs outside the original scope of work including but not limited to an increased number of tests, standby time, etc. in order to evaluate the need for an amendment to the original proposal and work authorization.

Exhibit B – Organizational Chart

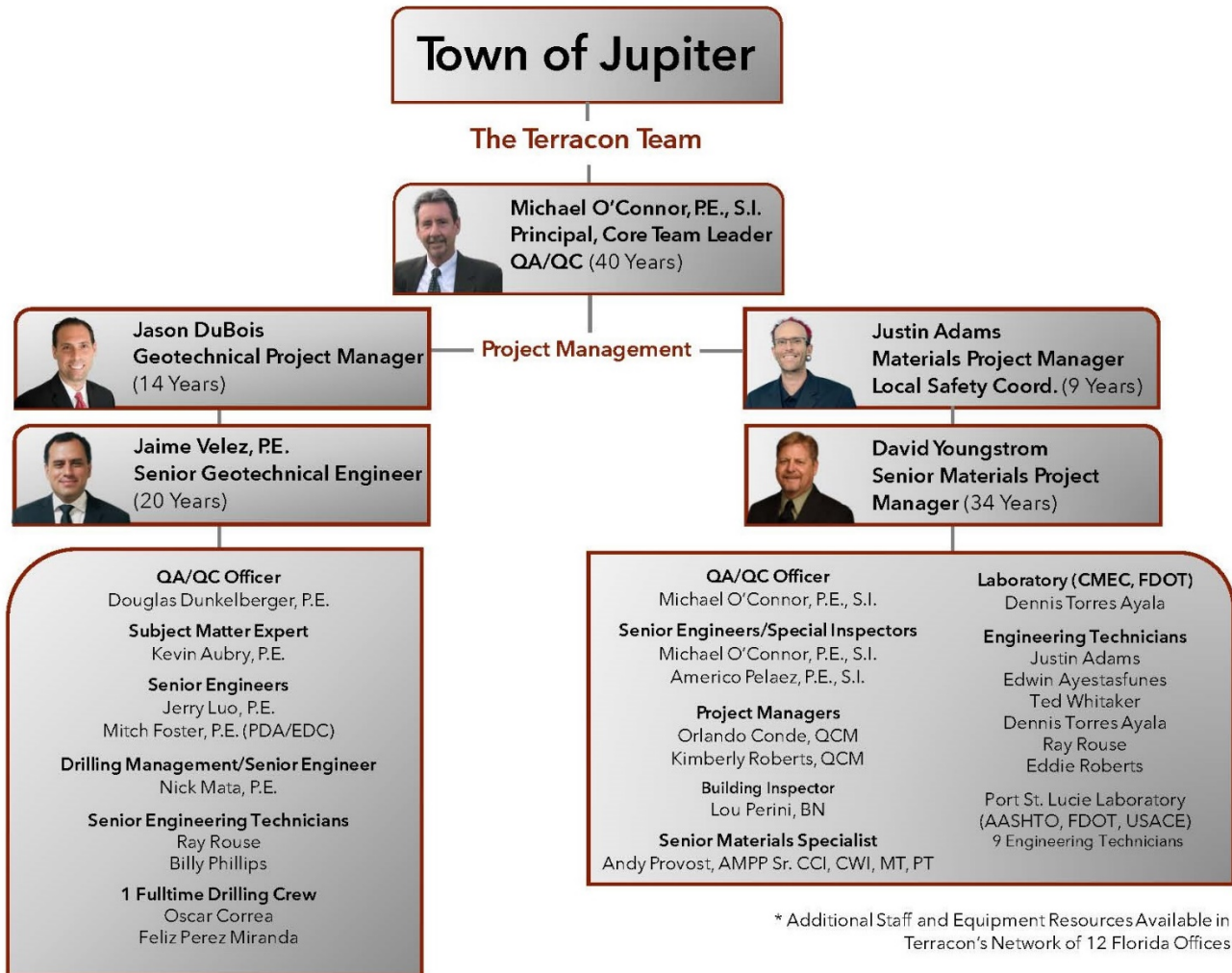


Exhibit C – Basis for Compensation and Fee Schedule

I. BASIS FOR COMPENSATION

The Town shall pay to the CONSULTANT for providing and performing the professional geotechnical engineering and materials testing services set forth in each approved work order as follows:

The basis of compensation shall be at the Fee Schedule as attached hereto as part of Exhibit “C” and includes the direct labor cost, fringe benefits, general overhead, and profit margin. Reimbursement for subcontractors will be billed at cost times 1.0. All non-project related clerical and administrative costs are considered to be included in the overhead.

Notwithstanding the foregoing, the compensation paid by the Town to the CONSULTANT for labor and expenses shall not exceed the Not-to-exceed price set forth in the approved Work Order without prior approval from the Town.

II. FREQUENCY OF BILLING

Invoicing shall be submitted to the Town on a monthly basis, or on the basis of “deliverables”, in accordance with the Contract Agreement.

III. SUPPLEMENTAL RECORDS

The CONSULTANT must maintain adequately detailed time records for all principals, partners, and technical employees who devote time to the work, and any part of whose salaries is included in Direct labor cost. Time sheets, if requested by the Town, are to be provided upon presentation of each invoice. Receipts and other documents shall be provided to the Town to substantiate all expenditure.

IV. FEE SCHEDULE



1225 Omar Road
West Palm Beach, FL 33405
P (561) 689-4299
F (561) 689-5955
Terracon.com

Section	Description of Services	Cost
Note: All Unit rates are all inclusive including personnel time, equipment, travel, engineering, etc.		
I	SOILS TESTING	
1	Field Density Testing (min. number)	
	A. Minimum Two Tests in 30 Minutes	\$42.00/test
	B. Minimum Four Tests in 60 Minutes	\$42.00/test
	C. Standby Time will be charged in 30 minute increments when below minimum number of tests	\$35.00/30 min
2	Proctor	\$150.00/test
3	Florida Bearing Value Test	\$36.00/test
4	Limerock Bearing Ratio Test	\$350.00/test
5	Atterburg Test	\$95.00/test
6	Carbonate Content Test	\$85.00/test
7	Organic Content Test	\$55.00/test
8	D.O.T. Corrosivity	\$150.00/test
9	Soil Observation (on-site)	\$85.00/hr
10	Natural Sample Moisture Content	\$25.00/test
11	Unit Weight and Moisture Content (Undisturbed Sample)	\$35.00/test

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II

CONCRETE AND MASONRY MATERIALS

Concrete Compression test (min four (4) cylinders per trip)		
1	- Prepare cylinders & slump test on site, and deliver to lab	\$135.00/set
2	Additional Concrete cylinders	\$20.00/cyl.
3	Concrete Compression test only (delivered to the lab)	\$20.00/cyl.
4	Slump Test	\$10.50/test
5	Air Content Test	\$20.00/test
6	Stand-by	
	A. 30 Minutes	\$35.00/test
	B. 1 Hour	\$70.00/test
Grout Prism (Six (6) per set)		
7	- includes preparation of Prism on-site	\$120.00/set
2"x2" Mortar Cubes (Six (6) per set)		
8	- includes preparation of Cubes on-site	\$120.00/set
9	Additional Mortar cubes	\$20.00/ea.
Masonry Units		
10	A. Compressive Strenght	\$150.00/unit
	B. Absorption	\$100.00/unit
Concrete Cores (min. number)		
11		

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	A. Mobilization	\$350.00/trip
	B. Secure, trim & test	\$80.00/core
	C. Testing of core (delivered to lab (incl. Trim))	\$45.00/core
12	Swiss Hammer Test (min. number of Hrs.)	\$85.00/hr
13	Windsor Probe Test (min. 3 number of shots)	\$200.00/test
14	Additional Windsor Probe Tests	\$75.00/test
III	AGGREGATE TESTING	
	Grain Size Determination	
1	A. Full grain size (8 sieves)	\$75.00/test
	B. Wash through (#200)	\$55.00/test
2	Sieve Analysis - Coarse Aggregate	\$85.00/test
3	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$85.00/test
IV	ASPHALT TESTING	
1	Asphalt Cores (obtaining core samples)	
	A. Mobilization (Coring Machine plus Generator Rental)	\$350.00/trip
	B. Obtaining Core Samples	\$85.00/each
2	Asphalt Extraction and Gradation	\$225.00/test
3	Asphalt Density and Thickness	\$75.00/test

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3



	Marshall Stability (Incl. density, flow and stability of 3 specimens)	\$145.00/test
4	(50 blows)	
5	Asphalt density testing using nuclear guage backscatter mode	\$36.00/test
6	Superpave Resolution Testing	
	A. Gyratory Compaction, bulk specific gravity	\$300.00/each
	B. Rice testing	\$300.00/each
V	INSPECTION SERVICES	
1	Concrete Inspection (on job site or plant)	\$85.00/hr
2	Pile Driving Inspection	\$110.00/hr
3	Pre-Stress Yard Inspection	\$110.00/hr
4	Steel Inspection	\$110.00/hr
5	Threshold Inspection	\$110.00/hr
6	Asphalt Inspection (Plant or Roadway)	\$85.00/hr
7	PDA ((Pile Dynamic Testing Services)	\$110.00/hr
8	Helical Pile Inspection	\$110.00/hr
9	Drill Shaft Logging / Inspection Services	\$110.00/hr
VI	FIELD EXPLORATIONS / INVESTIGATIONS	
1	Auger Borings	\$13/ft.

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2	Hand Augers	\$13/ft.
3	Mobilization of drilling equipment to Jupiter	\$500
	Standard Penetration Tests	
4	A. Truck Rig (0' - 50')	\$15/ft.
	B. Truck Rig (51' - 100')	\$17/ft.
	Grout bore holes	
5	A. 0' - 50'	\$6.50/ft.
	B. 51' - 100'	\$8/ft.
	Casing	
6	A. 0' - 50'	\$8.50/ft.
	B. 51' - 100'	\$10.50/ft.
7	Static Cone Penetration Test (0 - 100')	\$16.50/ft.
8	Muck Probing (number of Hr. min.)	\$210/hr. (2 man crew)

VII MISCELLANEOUS SERVICES

1	Foundation Analysis and Recommendation	
2	Percolation Test	\$525/test
	Install Groundwater Monitoring Well, 25' Depth (per PBCWUD	
3	Standards & Details)	\$31.50/ft.
4	Plug and Abandon Monitoring Well, 25' Depth	\$6.50/ft.

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VIII ENGINEERING AND PROFESSIONAL SERVICES

1	Principal Engineer (if needed)	\$210/hr
2	Senior Geotechnical Engineer	\$180/hr
3	Engineer, P.E.	\$175/hr
4	Staff Engineer (not registered)	\$150/hr
5	Senior Engineering Technician	\$85/hr
6	Engineering Technician	\$75/hr
7	Drafter / CADD	\$100/hr
8	Office Administrator	\$65/hr

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6

Exhibit D – Insurance Requirements

The CONSULTANT shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. WORKER’S COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer’s Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall be in compliance with applicable State and Federal laws.
2. COMPREHENSIVE GENERAL LIABILITY: Shall have the minimum limits of coverage described below. This shall include Premises and Operations, Independent CONTRACTORS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.

(1) Bodily Injury:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
\$1,000,000 Products and Completed Operations

(2) Property Damage:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

(3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage where applicable.

(4) Personal Injury, with employment exclusion deleted
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

3. COMPREHENSIVE AUTOMOBILE LIABILITY: Shall have the minimum limits of coverage for bodily injury and property damage per person, accident and per occurrence as described below. This shall be an “any-auto” policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.

(1) Bodily Injury:
\$1,000,000 Each Person
\$1,000,000 Each Accident

(2) Property Damage:
\$1,000,000 Each Occurrence

4. PROFESSIONAL LIABILITY: Insurance and Indemnification - The CONTRACTOR shall maintain Professional Liability Insurance covering the CONTRACTOR for sums which the CONTRACTOR shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONTRACTOR’S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter, Florida shall be included as a named insured party under the CONSULTANT's Insurance policies referenced herein above. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. The following paragraph is required to appear unaltered on the Certificate of Insurance:

"The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy and shall be provided any Notice of Cancellation of any of the above referenced policies."

A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town of Jupiter with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the Town of Jupiter is named as an additional named insured shall not apply to the TOWN.

All Certificates of Insurance shall be kept on file with the Town of Jupiter, and approved by the TOWN prior to the commencement of any work activities. The Certificate of Insurance shall be issued to the Town of Jupiter, Florida at the following address:

Town of Jupiter Utilities
Attn: Rebecca Wilder
17403 Central Boulevard
Jupiter, Florida 33458

Violation of the terms of this Section and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

3/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No):														
INSURED 1312893 TERRACON CONSULTANTS, INC. 1225 OMAR ROAD WEST PALM BEACH FL 33405	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER B : Allied World Assurance Company (U.S.) Inc.</td><td>19489</td></tr><tr><td>INSURER C : The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER D : The Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER E : Lloyds of London</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Allied World Assurance Company (U.S.) Inc.	19489	INSURER C : The Travelers Indemnity Company	25658	INSURER D : The Travelers Indemnity Company of America	25666	INSURER E : Lloyds of London		INSURER F :	
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INSURER E : Lloyds of London															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 17393914**REVISION NUMBER:** XXXXXXXX

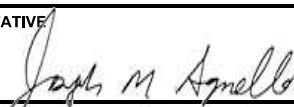
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIAB ☒ XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	N	TC2J-GLSA-9P529930	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-131J3858	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	CONTRACTORS POLLUTION LIAB	N	N	0312-6506	4/1/2023	4/1/2025	\$10,000,000 EACH OCCURANCE/AGGREGATE
E	PROFESSIONAL LIABILITY			LDUSA2405180	4/1/2024	4/1/2025	\$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT # W1821B ; PROJECT NAME: PROFESSIONAL GEOTECHNICAL ENGINEERING AND MATERIAL TESTING SERVICES. TOWN OF JUPITER IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

17393914 TOWN OF JUPITER 210 MILITARY TRAIL JUPITER FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Attachment 9

**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND TIERRA SOUTH FLORIDA, INC.**

**Geotechnical Engineering and Construction Materials Testing Services
Contract No. W2413C**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and **Tierra South Florida, Inc., 2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411**, a State of Florida Corporation **20-0282450** (FEID number) hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced CONSULTANT to provide professional geotechnical engineering and materials testing services for its Utilities and Engineering & Public Works; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional geotechnical engineering and testing services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

WHEREAS, the CONSULTANT has responded to the TOWN'S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional geotechnical engineering and materials testing services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget and through the adoption of the five-year Capital Improvement Plan which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed Work Order for each project for the TOWN's approval prior to commencement of work; and

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1. Professional geotechnical engineering and technical services related to geotechnical engineering design and construction materials testing on an as needed basis for various design and

construction projects, including those to plan or implement the Town's Community Investment Program, for both the Town of Jupiter Utilities and Engineering & Public Works Departments.

- 1.2. The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of professional geotechnical and engineering materials testing services. Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms.
- 1.3. CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.4. The CONSULTANT agrees that the Sub-Consultants identified in the "Organizational Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.

2. TERM

- 2.1. The term of this CONTRACT is for three (3) consecutive years and shall commence on the date of this CONTRACT. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the three (3) year term for one successive three (3) year term by mutual written agreement between the Town and the Consultant beginning on the anniversary date of this CONTRACT. If the CONSULTANT intends to not renew this CONTRACT for the next year they must provide the TOWN a 120-day notice prior to CONTRACT expiration.
- 2.2. There shall be no fee increase allowed within the initial contract term. CONSULTANT may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation, including the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current contract pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U or 5% increase over current contract pricing)
- 2.3. The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.4. The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as "Exhibit C," and made a part of this CONTRACT.

CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as "Exhibit C" and attached hereto, shall remain in effect for a period of three (3) years from the date of CONTRACT execution and shall be renegotiated if the contract is renewed as provided in Section 2.1.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONSULTANT agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.
- 3.5. All work compensated for under this Agreement, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this agreement shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plans and other related documents.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- 4.2. The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by certified testing reports for which payment is being requested. Monthly invoices shall reference the Contract Number W2413 as well as the Town's Work Order No, Purchase Order No, project name and project job number. Invoices shall be sent to the appropriate Town project manager their respective department: Utilities and/or Engineering & Public Works.
- 5.2. The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the CONSULTANT has performed the work according to the terms and conditions of this CONTRACT.
- 5.3. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the Town shall require the CONSULTANT to reevaluate the invoice and resubmit to the Town for approval. Upon a successful reconciliation the Town shall pay the invoice within 30 days.

6. INDEMNIFICATION AND INSURANCE

- 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the CONSULTANT, its sub-consultants, agents, assigns, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its sub-consultants, agents, assigns, and employees with the terms of this CONTRACT.
- 6.2. The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. If the CONSULTANT fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the CONSULTANT. The CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.
- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.
- 7.4. If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee.
- 7.5. In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be

certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

- 8.1. The CONSULTANT, its employees, sub-consultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, sub-consultants or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4. Pursuant to Section 287-055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT is an independent firm and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent firm, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2. The CONSULTANT shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3. The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all record maintained by CONSULTANT OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a CONSULTANT does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A CONSULTANT who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**210 MILITARY TRAIL
JUPITER, FL 33458
561-741-2270
JENNIFERM@JUPITER.FL.US**

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT 'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.6. All documents, including, but not limited to, Sunshine State One Call Tickets and related information, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

- 10.7. The CONSULTANT shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

11. GENERAL PROVISIONS

- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.
- 11.2. Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 11.4. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.5. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.6. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 11.8. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure

to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

- 11.9. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors. The Consultant understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

12. CONFLICTS

- 12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the CONSULTANT'S representation.
- 12.2. CONSULTANT represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by CONSULTANT under the terms of this Agreement.

13. DOCUMENTS COMPRISING CONTRACT

- 13.1. The Contract Documents shall include this CONTRACT as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Proposals (RFP) and all of its addenda, appendices and exhibits which are part of the RFP set forth above.
 - b. CONSULTANT's Certificate of Insurance
 - c. CONSULTANT's Proposal and all included documents as a response to the TOWN'S RFP

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

CONSULTANT

Tierra South Florida, Inc.
2765 Vista Parkway, Suite 10
West Palm Beach, FL 33411



Raj Krishnasamy, P.E., President

(CORPORATE SEAL)

ATTEST

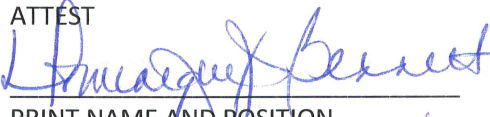
Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

Thomas J. Baird, Town Attorney

ATTEST



PRINT NAME AND POSITION
Dominique J. Bennett
Professional Services
Manager



Exhibit A – Scope of Services

I. INTRODUCTION

To assist the staff of the Town of Jupiter Utilities and Engineering & Public Works Departments with its implementation of their capital programs and operating and maintenance projects by providing professional geotechnical engineering and materials testing services.

II. SCOPE OF SERVICES

Provide a full range of geotechnical engineering, construction materials testing and related technical services on an as-needed basis for any one or more of the following services:

Geotechnical Services

Standard Proctor

Modified Proctor

Field Density Test

Limerock Bearing Ratio (LBR)

Florida Bearing Value (FBV)

Unconfined Compression

Grain-Size Analysis (Mechanical)

Single Sieve Analyses (Wash 200)

Grain-Size Analysis (Hydrometer)

Atterberg Limits

Laboratory Permeabilities

Chemical Analyses (carbonates of calcium and magnesium) resistivity, chlorides, sulfates, pH

Organic Content

Standard Penetration Test Borings

Undisturbed Sampling

Power Auger Borings

SFWMD Exfiltration Tests

Manual Auger Borings

Concrete Testing

Concrete Cylinders: slump test, casting, transporting, curing and testing

Air Content

Unit Weight of Concrete

Absorption

Windsor Probe

Swiss Hammer Test

Field Coring (2" or 4" cores)

Compression Testing of Field Cores

Mortar Cubes or cylinders

Asphalt Testing

Stability Tests (Hubbard Field or Marshall)

Bitumen Content (extraction)

Sieve Analysis of Extracted Aggregate

Pavement Section Thickness Determination using 2" or 4" Core Drill (Quantities of 10 or more)

Specific Gravity of Asphalt Cores for Density Determination

Exhibit A – Scope of Services (Continued)

Construction Site Monitoring

Vibration Monitoring

Noise Monitoring

Engineering Services

Services of a Registered Engineer

Services of a Non-Registered Engineer

Draftsperson

Technician Inspection Services

Perform related engineering and planning studies/investigations, preparation of reports, sketches, and analyses as required for project bidding, inspection and administration of construction, permitting, preparation of applications for grants and loans, etc.

All work to be performed under this Contract will be located within the established service area of the Town's water and storm water utilities, which includes the incorporated limits of the Town of Jupiter, Juno Beach and select, unincorporated areas within Martin and Palm Beach Counties.

III. REQUEST FOR PROPOSAL

The Town will initiate a request for a project-specific proposal to the selected firm(s) on a non-exclusive basis. Each Consultant shall be responsive to the Town's request, and be capable of reviewing construction contracts, drawings and/or conducting field investigations, as needed, to prepare a scope of work, fee, and schedule for Town review. At a minimum, each proposal shall include enough detail to show the quantity and type(s) of testing anticipated for the work order, staff time to review data and prepare reports, and related deliverables, where appropriate, to provide the project-specific geotechnical engineering and construction materials testing services.

Consultants shall establish a total fee for the proposal based on the approved negotiated rates of the Contract. The rates for various construction materials testing services shall be inclusive of travel time to/from site, related materials and equipment to complete the work and field reporting to document activities as well as clearly define the number of included tests, and technician time to complete tests. Proposals shall clearly identify the fee(s) for field testing services separate from those fee(s) related to any additional staff/engineering time to review data, compile results, and/or prepare related narratives, analysis and reports, where applicable.

IV. WORK AUTHORIZATION

Work on specific projects will be authorized by written sequentially numbered amendments, hereinafter referred to as Work Orders, to this contract agreement. The Consultant will be required to establish a project account for each separate and specific work order with the associated Town of Jupiter job number and name. Upon receipt of the Town's Work Order, firm(s) may provide geotechnical and construction testing services directly to the Town and/or on behalf of the Town in coordination with a Town-selected Contractor. The Town will notify the firm of the selected Contractor who will be required to contact the firm, directly, to schedule and coordinate testing activities.

Exhibit A – Scope of Services (Continued)

V. FIELD TESTING SERVICES

Consultants shall be capable of providing field testing services with 24 hours' notice. The services of the Consultant will be paid for by the Town of Jupiter, not the Contractor. Therefore, the Consultant will be responsible to ensure that a Town representative is present for all testing services conducted under this contract. Field technicians shall be familiar with the project's specifications and testing criteria when completing work on site and provide timely notification of test results that fail to meet the project's criteria along with conditions and/or status of work at the site that may result in the need to incur standby time. A field report documenting site conditions and a summary of work performed shall be submitted to the Town for each day that the Firm provides construction materials testing services.

VI. DELIVERABLES

A list of deliverables shall be submitted as detailed in the scope of professional services for each work order. The deliverables shall be submitted on or before the date provided in the schedule.

The Consultant(s) understands that time is of the essence especially as it relates to work / services provided under this contract. Consultant(s) will be responsive to the Town and the Town's Contractor(s) in scheduling field work / tests, returning phone calls and emails, providing reports, and submitting invoices

VII. INVOICES

Invoices shall be submitted to the Town in an electronic format and separately for each work authorization, which includes the following information

- Town work order number and project name
- Town purchase order number
- Firm's federal identification number

Firms shall invoice for work completed and in accordance with the approved scope of work and fees detailed in the prior, approved proposal. Timely notification shall be provided to the Town should the Firm incur unanticipated or unforeseen additional costs outside the original scope of work including but not limited to an increased number of tests, standby time, etc. in order to evaluate the need for an amendment to the original proposal and work authorization.

Exhibit B – Organizational Chart

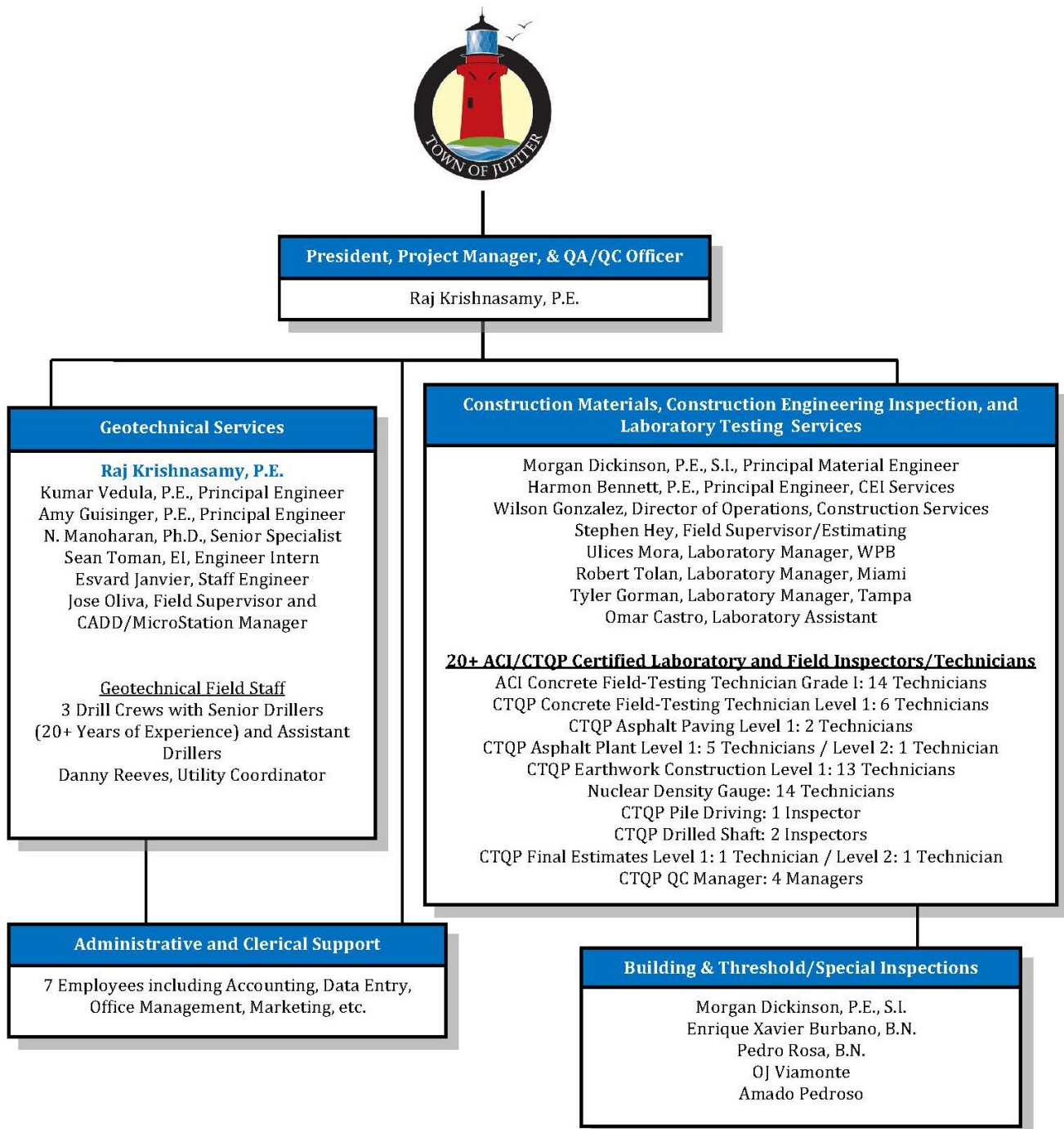


Exhibit C – Basis for Compensation and Fee Schedule

I. BASIS FOR COMPENSATION

The Town shall pay to the CONSULTANT for providing and performing the professional geotechnical engineering and materials testing services set forth in each approved work order as follows:

The basis of compensation shall be at the Fee Schedule as attached hereto as part of Exhibit “C” and includes the direct labor cost, fringe benefits, general overhead, and profit margin. Reimbursement for subcontractors will be billed at cost times 1.0. All non-project related clerical and administrative costs are considered to be included in the overhead.

Notwithstanding the foregoing, the compensation paid by the Town to the CONSULTANT for labor and expenses shall not exceed the Not-to-exceed price set forth in the approved Work Order without prior approval from the Town.

II. FREQUENCY OF BILLING

Invoicing shall be submitted to the Town on a monthly basis, or on the basis of “deliverables”, in accordance with the Contract Agreement.

III. SUPPLEMENTAL RECORDS

The CONSULTANT must maintain adequately detailed time records for all principals, partners, and technical employees who devote time to the work, and any part of whose salaries is included in Direct labor cost. Time sheets, if requested by the Town, are to be provided upon presentation of each invoice. Receipts and other documents shall be provided to the Town to substantiate all expenditure.

IV. FEE SCHEDULE



Section	Description of Services	Cost	unit
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Note: All Unit rates are all inclusive including personnel time, equipment, travel, engineering, etc.

I SOILS TESTING

1	Field Density Testing (min. number)		
	A. Minimum Two Tests in 30 Minutes	\$50.00	each
	B. Minimum Four Tests in 60 Minutes	\$30.00	each
	C. Standby Time will be charged in 30 minute increments when below minimum number of tests	\$37.50	30 minutes
2	Proctor	\$125.00	per test
3	Florida Bearing Value Test	\$100.00	per test
4	Limerock Bearing Ratio Test	\$330.00	per test
5	Atterberg Test	\$100.00	per test
6	Carbonate Content Test	\$100.00	per test
7	Organic Content Test	\$50.00	per test
8	D.O.T. Corrosivity	\$160.00	per test
9	Soil Observation (on-site)	\$75.00	per hour
10	Natural Sample Moisture Content	\$20.00	per test
11	Unit Weight and Moisture Content (Undisturbed Sample)	\$40.00	per test

II CONCRETE AND MASONRY MATERIALS

1	Concrete Compression test (min four (4) cylinders per trip)		
	- Prepare cylinders & slump test on site, and deliver to lab	\$140.00	per set
2	Additional Concrete cylinders	\$20.00	per cylinder
3	Concrete Compression test only (delivered to the lab)	\$20.00	per cylinder
4	Slump Test	\$20.00	each
5	Air Content Test	\$25.00	each
6	Stand-by		
	A. 30 Minutes	\$37.50	per half hour
	B. 1 Hour	\$75.00	per hour
7	Grout Prism (Six (6) per set)	\$100.00	per set
	- includes preparation of Prism on-site		
8	2"x2" Mortar Cubes (Six (6) per set)	\$100.00	per set
	- includes preparation of Cubes on-site		
9	Additional Mortar cubes	\$20.00	each
10	Masonry Units		
	A. Compressive Strength	\$80.00	per unit
	B. Absorption	\$50.00	per unit
11	Concrete Cores (min. number)		
	A. Mobilization	\$400.00	per trip
	B. Secure, trim & test	\$150.00	per core
	C. Testing of core (delivered to lab (incl. Trim))	\$50.00	per core

2765 Vista Parkway, Suite H-10 • West Palm Beach, Florida 33411
561-687-8536 • www.TSFGEO.com
State of Florida Professional Engineers License # 28073



5	Grout bore holes			
A.	0' - 50'	\$7.00	per foot	
B.	51' - 100'	\$9.00	per foot	
6	Casing			
A.	0' - 50'	\$8.00	per foot	
B.	51' - 100'	\$10.00	per foot	
7	Static Cone Penetration Test (0 - 100')	\$ n/a		
8	Muck Probing (number of Hr. min.)	\$150.00	per hour **	** 2 technicians @ \$75/hour involves access, carrying equipment, setup, etc.
VII	MISCELLANEOUS SERVICES			
1	Foundation Analysis and Recommendation	\$ Staff		
2	Percolation Test	\$350.00	per test	
3	Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)	\$75.00	LF	
4	Plug and Abandon Monitoring Well, 25' Depth	\$175.00	per hour	
VIII	ENGINEERING AND PROFESSIONAL SERVICES			
1	Principal Engineer (if needed)	\$200.00	per hour	
2	Senior Geotechnical Engineer	\$180.00	per hour	
3	Engineer, P.E.	\$150.00	per hour	
4	Staff Engineer (not registered)	\$125.00	per hour	
5	Senior Engineering Technician	\$95.00	per hour	
6	Engineering Technician	\$75.00	per hour	
7	Drafter / CADD	\$75.00	per hour	
8	Office Administrator	\$65.00	per hour	



12	Swiss Hammer Test (min. number of Hrs.)	\$95.00	per hour	
13	Windsor Probe Test (min. number of shots)	\$150.00	per test (Min. 3 shots)	
14	Additional Windsor Probe Tests	\$100.00	per test	
III AGGREGATE TESTING				
1	Grain Size Determination			
A.	Full grain size (8 sieves)	\$85.00	per test	
B.	Wash through (#200)	\$65.00	per test	
2	Sieve Analysis - Coarse Aggregate	\$65.00	per test	
3	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$85.00	per test	
IV ASPHALT TESTING				
1	Asphalt Cores (obtaining core samples)			
A.	Mobilization (Coring Machine plus Generator Rental)	\$275.00	per trip	
B.	Obtaining Core Samples	\$125.00	each	
2	Asphalt Extraction and Gradation	\$150.00	each	
3	Asphalt Density and Thickness	\$75.00	each	
4	Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$200.00	each	
5	Asphalt density testing using nuclear gauge backscatter mode			
6	Superpave Resolution Testing			
A.	Gyratory Compaction, bulk specific gravity	\$200.00	each	
B.	Rice testing	\$150.00	each	
V INSPECTION SERVICES				
1	Concrete Inspection (on job site or plant)	\$75.00	per hour	
2	Pile Driving Inspection	\$95.00	per hour	
3	Pre-Stress Yard Inspection	\$95.00	per hour	
4	Steel Inspection	\$95.00	per hour	
5	Threshold Inspection	\$95.00	per hour	
6	Asphalt Inspection (Plant or Roadway)	\$95.00	per hour	
7	PDA ((Pile Dynamic Testing Services)	\$2,500.00	per test	
8	Helical Pile Inspection	\$95.00	per hour	
9	Drill Shaft Logging / Inspection Services	\$95.00	per hour	
VI FIELD EXPLORATIONS / INVESTIGATIONS				
1	Auger Borings	\$15.00	per foot	
2	Hand Augers	\$150.00	per hour **	
3	Mobilization of drilling equipment to Jupiter	\$400.00	each	** 2 technicians @ \$75/hour involves access, carrying equipment, setup, etc.
4	Standard Penetration Tests			
A.	Truck Rig (0' - 50')	\$15.00	per foot	
B.	Truck Rig (51' - 100')	\$18.00	per foot	

2765 Vista Parkway, Suite H-10 • West Palm Beach, Florida 33411
561-687-8536 • www.TSFGEO.com
State of Florida Professional Engineers License # 28073

Exhibit D – Insurance Requirements

The CONSULTANT shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER’S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer’s Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall be in compliance with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of coverage described below. This shall include Premises and Operations, Independent CONTRACTORS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.

(1) Bodily Injury:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
\$1,000,000 Products and Completed Operations

(2) Property Damage:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

(3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage where applicable.

(4) Personal Injury, with employment exclusion deleted
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

3. **COMPREHENSIVE AUTOMOBILE LIABILITY:** Shall have the minimum limits of coverage for bodily injury and property damage per person, accident and per occurrence as described below. This shall be an “any-auto” policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.

(1) Bodily Injury:
\$1,000,000 Each Person
\$1,000,000 Each Accident

(2) Property Damage:
\$1,000,000 Each Occurrence

4. **PROFESSIONAL LIABILITY: Insurance and Indemnification -** The CONTRACTOR shall maintain Professional Liability Insurance covering the CONTRACTOR for sums which the CONTRACTOR shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONTRACTOR’S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter, Florida shall be included as a named insured party under the CONSULTANT's Insurance policies referenced herein above. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. The following paragraph is required to appear unaltered on the Certificate of Insurance:

"The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy and shall be provided any Notice of Cancellation of any of the above referenced policies."

A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town of Jupiter with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the Town of Jupiter is named as an additional named insured shall not apply to the TOWN.

All Certificates of Insurance shall be kept on file with the Town of Jupiter, and approved by the TOWN prior to the commencement of any work activities. The Certificate of Insurance shall be issued to the Town of Jupiter, Florida at the following address:

Town of Jupiter Utilities
Attn: Rebecca Wilder
17403 Central Boulevard
Jupiter, Florida 33458

Violation of the terms of this Section and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate



TIERSOU-01

WBATESON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Insurance Company		19445
INSURED Tierra South Florida, Inc 2765 Vista Parkway Suite H7-H10 West Palm Beach, FL 33411	INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA A (XV)		19445
	INSURER C : Continental Insurance Company A(XV)		35289
	INSURER D : Endurance American Specialty A+, XV		41718
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			9925653	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4544957	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6072223686	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	039326871	6/1/2023	6/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			DPL30020041901	6/1/2023	6/1/2024	Per Claim 1,000,000
D	Liability			DPL30020041901	6/1/2023	6/1/2024	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: Geotechnical Engineering & Construction Materials Testing Services (W213C)

The Town of Jupiter, Florida is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter Utilities Attn: Rebecca Wilder 17403 Central Blvd Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Attachment 10
TOWN OF JUPITER

GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES CONTRACT
FEE COMPARISON SCHEDULE

Section	Description of Services	Unit or Increment	Terracon Fees	Tierra South Florida Fees	Universal Engineering Sciences Fees	2012 AverageTest Fee		2018 AverageTest Fee		2024 AverageTest Fee		Percent Increase from 2018
	Note: All Unit rates are all enclusive including personnel time, equipment, travel, engineering, etc.											
I	SOILS TESTING											
	1 Field Density Testing (min. number)					----		----				
	A. Minimum Two Tests in 30 Minutes	each	\$42.00	\$50.00	\$30.00	\$22.00	Min. 3 Tests	\$23.33	Min. 4 Tests	\$40.67	each	42.63%
	B. Minimum Four Tests in 60 Minutes	each	\$42.00	\$30.00	\$25.00	----		\$32.33		\$32.33	each	
	C. Standby Time will be charged in 30 minute increments when below minimum number of tests	30 minutes	\$35.00	\$37.50	\$37.50			\$26.67	30 Min.	\$36.67	30 minutes	27.26%
	2 Proctor	per test	\$150.00	\$125.00	\$110.00	\$80.00		\$95.00		\$128.33	per test	25.97%
	3 Florida Bearing Value Test	per test	\$36.00	\$100.00	\$50.00	\$35.00		\$40.33		\$62.00	per test	34.95%
	4 Limerock Bearing Ratio Test	per test	\$350.00	\$330.00	\$325.00	\$250.00		\$290.00		\$335.00	per test	13.43%
	5 Atterburg Test	per test	\$95.00	\$100.00	\$70.00	\$70.00		\$76.67		\$88.33	per test	13.20%
	6 Carbonate Content Test	per test	\$85.00	\$100.00	\$75.00	\$71.67		\$76.67		\$86.67	per test	11.53%
	7 Organic Content Test	per test	\$55.00	\$50.00	\$55.00	\$35.00		\$50.00		\$53.33	per test	6.25%
	8 D.O.T. Corrosivity	per test	\$150.00	\$160.00	\$175.00	\$150.00		\$153.33		\$161.67	per test	5.16%
	9 Soil Observation (on-site)	per hour	\$85.00	\$75.00	\$75.00	\$45.33		\$53.68		\$78.33	per hour	31.47%
	10 Natural Sample Moisture Content	per test	\$25.00	\$20.00	\$20.00	\$15.00		\$18.33		\$21.67	per test	15.40%
	11 Unit Weight and Moisture Content (Undisturbed Sample)	per test	\$35.00	\$40.00	\$30.00	\$38.00		\$35.00		\$35.00	per test	0.00%
II	CONCRETE AND MASONARY MATERIALS											
	1 Concrete Compression test (min four (4) cylinders per trip; - Prepare cylinders & slump test on site, and deliver to lab	per set	\$135.00	\$140.00	\$150.00	\$70.00		\$108.33		\$141.67	per set	23.53%
	2 Additional Concrete cylindrs	per cylinder	\$20.00	\$20.00	\$20.00	\$14.00		\$17.00		\$20.00	per cylinder	15.00%
	3 Concrete Compression test only (delivered to the lab)	per cylinder	\$20.00	\$20.00	\$20.00	\$12.00		\$15.00		\$20.00	per cylinder	25.00%
	4 Slump Test	each	\$10.50	\$20.00	\$25.00	\$10.00		\$10.83		\$18.50	each	41.46%
	5 Air Content Test	each	\$20.00	\$25.00	\$50.00	\$15.00		\$20.00		\$31.67	each	36.84%
	6 Stand-by											
	A. 30 Minutes	per half hour	\$35.00	\$37.50	\$37.50	----		\$26.67		\$36.67	per half hour	27.26%
	B. 1 Hour	per hour	\$70.00	\$75.00	\$75.00	\$32.50		\$53.33		\$73.33	per hour	27.28%
	7 Grout Prism (Six (6) per set) - includes preparation of Prism on-site	per set	\$120.00	\$100.00	\$150.00	\$76.67		\$85.00		\$123.33	per set	31.08%
	8 2"x2" Mortar Cubes (Six (6) per set) - includes preparation of Cubes on-site	per set	\$120.00	\$100.00	\$150.00	\$70.00		\$85.00		\$123.33	per set	31.08%
	9 Additional Mortar cubes	each	\$20.00	\$20.00	\$20.00	\$10.00		\$17.00		\$20.00	each	15.00%
	10 Masonary Units											
	A. Compressive Strenght	per unit	\$150.00	\$80.00	\$75.00	\$50.00		\$66.67		\$101.67	per unit	34.42%
	B. Absorption	per unit	\$100.00	\$50.00	\$25.00	\$25.00		\$32.67		\$58.33	per unit	43.99%
	11 Concrete Cores (min. number)											
	A. Mobilization	per trip	\$350.00	\$400.00	\$200.00	-----		\$150.00		\$316.67	per trip	52.63%
	B. Secure, trim & test	per core	\$80.00	\$150.00	\$85.00	\$80.00	3 Min	\$80.00	3 Min	\$105.00	per core	23.81%
	C. Testing of core (delivered to lab (incl. Trim))	per core	\$45.00	\$50.00	\$50.00	\$35.00		\$43.33		\$48.33	per core	10.35%
	12 Swiss Hammer Test (min. number of Hrs.)	per hour	\$85.00	\$95.00	\$95.00	\$35.00	2 Hr. Min	\$56.67	Min. vary	\$91.67	per hour	38.18%
	13 Windsor Probe Test (min. 3 number of shots)	per test (Min. 3 shots)	\$200.00	\$150.00	\$225.00	\$141.67		\$143.33		\$191.67	per test (Min. 3 shots)	25.22%
	14 Additional Windsor Probe Tests	per test	\$75.00	\$100.00	\$100.00	\$108.33		\$81.67		\$91.67	per test	10.91%

TOWN OF JUPITER
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES CONTRACT
FEE COMPARISON SCHEDULE

Section	Description of Services	Unit or Increment	Terracon Fees	Tierra South Florida Fees	Universal Engineering Sciences Fees	2012 AverageTest Fee	2018 AverageTest Fee	2024 AverageTest Fee	Percent Increase from 2018
III	AGGREGATE TESTING								
	1 Grain Size Determination								
	A. Full grain size (8 sieves)	per test	\$75.00	\$85.00	\$100.00	\$60.00	\$76.67	\$86.67	per test 11.53%
	B. Wash through (#200)	per test	\$55.00	\$65.00	\$60.00	\$35.00	\$45.00	\$60.00	per test 25.00%
	2 Sieve Analysis - Coarse Aggregate	per test	\$85.00	\$65.00	\$90.00	\$51.67	\$66.67	\$80.00	per test 16.66%
	3 Specific Gravity & Absorption of Fine or Coarse Aggregate	per test	\$85.00	\$85.00	\$70.00	\$50.00	\$66.67	\$80.00	per test 16.66%
IV	ASPHALT TESTING								
	1 Asphalt Cores (obtaining core samples)								
	A. Mobilization (Coring Machine plus Generator Rental)	per trip	\$350.00	\$275.00	\$200.00	\$150.00	\$200.00	\$275.00	per trip 27.27%
	B. Obtaining Core Samples	each	\$85.00	\$125.00	\$75.00	\$45.00	\$58.33	\$95.00	each 38.60%
	2 Asphalt Extraction and Gradation	each	\$225.00	\$150.00	\$300.00	\$125.00	\$191.67	\$225.00	each 14.81%
	3 Asphalt Density and Thickness	each	\$75.00	\$75.00	\$45.00	\$20.00	\$25.00	\$65.00	each 61.54%
	4 Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	each	\$145.00	\$200.00	\$175.00	\$100.00	\$140.00	\$173.33	each 19.23%
	5 Asphalt density testing using nuclear guage backscatter mode	per hour	\$36.00	\$75.00	\$25.00	----	----	\$45.33	per hour N/A
	6 Superpave Resolution Testing							\$0.00	
	A. Gyratory Compaction, bulk specific gravity	each	\$300.00	\$200.00	\$300.00	----	\$191.67	\$266.67	each 28.12%
	B. Rice testing	each	\$300.00	\$150.00	\$150.00	----	\$140.00	\$200.00	each 30.00%
V	INSPECTION SERVICES								
	1 Concrete Inspection (on job site or plant)	per hour	\$85.00	\$75.00	\$105.00	\$45.00	\$54.33	\$88.33	per hour 38.49%
	2 Pile Driving Inspection	per hour	\$110.00	\$95.00	\$95.00	\$55.00	\$65.00	\$100.00	per hour 35.00%
	3 Pre-Stress Yard Inspection	per hour	\$110.00	\$95.00	\$105.00	\$65.00	\$70.00	\$103.33	per hour 32.26%
	4 Steel Inspection	per hour	\$110.00	\$95.00	\$105.00	\$65.00	\$70.00	\$103.33	per hour 32.26%
	5 Threshold Inspection	per hour	\$110.00	\$95.00	\$105.00	\$60.00	\$70.00	\$103.33	per hour 32.26%
	6 Asphalt Inspection (Plant or Roadway)	per hour	\$85.00	\$95.00	\$95.00	----	\$75.00	\$91.67	per hour 18.18%
	7 PDA ((Pile Dynamic Testing Services)	per hour	\$110.00	* \$2,500.00	\$95.00	----	N/A	\$901.67	per hour N/A
	8 Helical Pile Inspection	per hour	\$110.00	\$95.00	\$95.00	----	\$74.33	\$100.00	per hour 25.67%
	9 Drill Shaft Logging / Inspection Services	per hour	\$110.00	\$95.00	\$95.00	----	\$67.67	\$100.00	per hour 32.33%
	* Cost per test								
VI	FIELD EXPLORATIONS / INVESTIGATIONS								
	1 Auger Borings	per foot	\$13.00	\$15.00	\$18.00	\$8.33	\$11.00	\$15.33	per foot 28.26%
	2 Hand Augers	per hour	\$13.00	** \$150.00	\$18.00	\$8.50	N/A	\$60.33	per hour
	3 Mobilization of drilling equipment to Jupiter	each	\$500.00	\$400.00	\$400.00	\$250.00	\$350.00	\$433.33	each 19.23%
	4 Standard Penetration Tests								
	A. Truck Rig (0' - 50')	per foot	\$15.00	\$15.00	*** \$18.00	\$11.33	\$13.00	\$16.00	per foot 18.75%
	B. Truck Rig (51' - 100')	per foot	\$17.00	\$18.00	*** \$24.00	\$12.67	\$16.67	\$19.67	per foot 15.24%
	5 Grout bore holes								
	A. 0' - 50'	per foot	\$6.50	\$7.00	\$4.50	\$3.50	\$4.50	\$6.00	per foot 25.00%
	B. 51' - 100'	per foot	\$8.00	\$9.00	\$5.50	\$4.50	\$5.50	\$7.50	per foot 26.67%
	6 Casing								
	A. 0' - 50'	per foot	\$8.50	\$8.00	\$7.00	\$3.00	\$6.33	\$7.83	per foot 19.19%
	B. 51' - 100'	per foot	\$10.50	\$10.00	\$9.00	\$4.00	\$8.33	\$9.83	per foot 15.29%
	7 Static Cone Penetration Test (0 - 100')		\$16.50	\$ n/a	\$18.00	\$12.00	----	N/A	
	8 Muck Probing (number of Hr. min.)	per hour	** \$210.00	** \$150.00	\$95.00	\$79.33 4 Hr. Min.	\$110.00 4 Hr. Min.	\$151.67	per hour 27.47%
	** 2 technicians @ \$75/hour involves access, carrying equipment, setup, etc.								
	*** Minimum \$500 per job								

TOWN OF JUPITER
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES CONTRACT
FEE COMPARISON SCHEDULE

Section	Description of Services	Unit or Increment	Terracon Fees	Tierra South Florida Fees	Universal Engineering Sciences Fees	2012 AverageTest Fee	2018 AverageTest Fee	2024 AverageTest Fee	Percent Increase from 2018
VII	MISCELLANEOUS SERVICES								
	1 Foundation Analysis and Recommendation	per hour		\$ Staff	\$150.00	----	----	N/A	per hour
	2 Percolation Test	per test	\$525.00	\$350.00	\$450.00	\$258.33	\$316.67	\$441.67	per test 28.30%
	3 Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)	LF	\$31.50	\$75.00	\$35.00	\$43.33	\$36.67	\$47.17	LF 22.25%
	4 Plug and Abandon Monitoring Well, 25' Depth	per hour	**** \$6.50	\$175.00	\$150.00	\$158.33	\$150.00	\$162.50	per hour 7.69%
	**** Cost per foot								
	5 GPR Services (1/2 Day)	per half day	--	--	\$1,500.00				
	6 GPR Services (Full Day)	per full day	--	--	\$1,800.00				
	7 SWPPP Inspections	per inspection	--	--	\$250.00				
	8 Environmental Laboratory Analysis		--	--	Cost + 15%				
	9 ASTM Air and Water Chamber Window/Door Testing		--	--	TBD				
	10 ASTM Nozzle Testing - Window/Door		--	--	TBD				
	11 ASTM Horizontal Surface Flood Testing Roof/Balcony		--	--	TBD				
VIII	ENGINEERING AND PROFESSIONAL SERVICES								
	1 Principal Engineer (if needed)	per hour	\$210.00	\$200.00	\$160.00	\$116.67	\$172.58	\$190.00	per hour 9.17%
	2 Senior Geotechnical Engineer	per hour	\$180.00	\$180.00	\$150.00	\$101.66	\$138.98	\$170.00	per hour 18.25%
	3 Engineer, P.E.	per hour	\$175.00	\$150.00	\$150.00	\$93.33	\$118.65	\$158.33	per hour 25.06%
	4 Staff Engineer (not registered)	per hour	\$150.00	\$125.00	\$95.00	\$75.00	\$91.06	\$123.33	per hour 26.17%
	5 Senior Engineering Technician	per hour	\$85.00	\$95.00	\$85.00	\$59.33	\$69.00	\$88.33	per hour 21.89%
	6 Engineering Technician	per hour	\$75.00	\$75.00	\$75.00	\$45.33	\$57.01	\$75.00	per hour 23.99%
	7 Drafter / CADD	per hour	\$100.00	\$75.00	\$75.00	\$46.66	\$58.33	\$83.33	per hour 30.00%
	8 Office Administrator	per hour	\$65.00	\$65.00	\$75.00	\$40.00	----	N/A	per hour
	9 Licensed Thermographer	per hour	--	--	\$150.00				
	10 Certified Industrial Hygienest	per hour	--	--	\$195.00				
	11 Professional Geologist	per hour	--	--	\$150.00				
	12 Building Envelope Consultant	per hour	--	--	\$175.00				
	13 Florida Licensed Asbestos Consultant	per hour	--	--	\$175.00				
	14 Florida Licensed Mold Assessor	per hour	--	--	\$125.00				
	15 Licensed Asbestos Inspector / Management Planner / Designer / Supervisor	per hour	--	--	\$125.00				
	16 Florida Licensed Radon Measurement Specialist	per hour	--	--	\$175.00				
	17 Florida Licensed Radon Technician	per hour	--	--	\$125.00				
	18 Project Scientist / Staff Professional	per hour	--	--	\$125.00				
	19 Geologist / Engineer / Scientist	per hour	--	--	\$105.00				
	20 Senior Environmental Technician / Air Monitor	per hour	--	--	\$135.00				
	21 Environmental Technician	per hour	--	--	\$95.00				
	22 Technical Writer	per hour	--	--	\$95.00				

TOWN OF JUPITER

Resolution 25-24, Approving contract award to Alpha Omega Training and Compliance, Inc. for Sulfuric Acid Storage Tanks Cleaning and Inspection (W2426) in the amount of \$87,751.



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 25-24 Approving a contract to Alpha Omega Training and Compliance, Inc. for Sulfuric Acid Storage Tanks Cleaning and Inspection (W2426)

EXECUTIVE SUMMARY

Resolution 25-24 provides for award of a letter contract for an amount of \$87,751 to Alpha Omega Training and Compliance, Inc. of Titusville, Florida for cleaning and inspection of the interior of one 20,000-gallon and one 1,000-gallon steel sulfuric acid storage tanks located at the Town's Nanofiltration (NF) Water Treatment Plant.

The sulfuric acid bulk and day storage tanks at the NF Plant are constructed of steel and were installed in 2010; the tanks supply acid for both NF membrane treatment and Reverse Osmosis (RO) concentrate treatment. Addition of sulfuric acid is necessary at the NF Plant to reduce raw water pH and optimize membrane treatment efficiency and protect the membranes from damage caused by scaling. Sulfuric acid is also required for stripping hydrogen sulfide from RO concentrate prior to disposal to comply with regulatory permits.

Since 2016, the Water Utility, through the Water Asset Maintenance project within the Town's Community Investment Program (CIP) has contracted services for interior cleaning and inspection of these unlined, steel acid tanks every two years. In 2016, a large amount of accumulated sludge was discovered and removed from the tanks. The 2018 and 2021 inspections indicated minor acid etching and pitting on the interior tank walls, but nothing of great concern. In April 2023, a weld on one of the two 20,000-gallon NF bulk acid tanks failed, requiring emergency acid cleanup, inspection and repair. Inspection of the failed bulk tank and associated day tank found the failed tank to be in overall fair structural condition, however, with excessive wall thinning due to acid erosion and etching. The proposed letter contract, if approved, will authorize cleaning and inspection of the second NF bulk and associated day acid tanks to assess interior conditions.

A solicitation for bids for Cleaning of Sulfuric Acid Storage Tanks (W2426) was publicly advertised on Demandstar in accordance with the Town's Procurement Policy. Three sealed bids were received and opened publicly on February 29th, 2024. The lowest bid was submitted by Alpha Omega Training and Compliance (AOTC), of Titusville, Florida, for an amount of \$87,751.00. AOTC's proposal was reviewed and found to be responsive to the bid requirements. AOTC's bid is 43% lower than the next lowest bid. A detailed bid tabulation is attached. AOTC has completed similar work for the Water Utility in the past and their performance was acceptable. Funds were budgeted and are available in the adopted FY24

Water Asset Maintenance CIP budget to award this letter contract to AOTC, for an amount of \$87,751.00, for cleaning and inspection of sulfuric acid tanks.

Funds for replacement of both 20,000-gallon NF bulk acid storage tanks and both 1,000-gallon NF day acid storage tanks will be included in the FY2025 CIP proposed budget, as the interior condition of the 15-year-old unlined steel tanks has deteriorated and warrants replacement to avoid unplanned impacts to treatment operations.

ANALYSIS

Alpha Omega Training and Compliance, Inc.'s bid submitted on February 29, 2024 for Sulfuric Acid Storage Tanks Cleaning and Inspection (W2426) is responsive to the bid requirements and suitable for award of a letter contract in the amount of \$87,751.00. Funding was budgeted and is available in the FY2024 Water Asset Maintenance CIP project to award this proposed letter contract to AOTC.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 25-24
2. W2426 Detailed Bid Tabulation
3. W2426 Bid Proposal by Alpha Omega Training and Compliance
4. W2426 Letter Contract w Alpha Omega Training and Compliance
5. Adopted FY2024 Water Asset Maintenance CIP Project Sheet

FUNDING SOURCE

X	Approved in Budget	\$87,751.00	Sources: Water Asset Maintenance CIP Budget (Acct. 40150133-546099-W1290)
	Additional Funding Requested		Sources:

For more information or to request attachments, please contact Brittany George at brittanyg@jupiter.fl.us and/or 561-741-2261.

RESOLUTION 25-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SULFURIC ACID STORAGE TANKS CLEANING AND INSPECTION (W2426) WITH ALPHA OMEGA TRAINING AND COMPLIANCE, INC.

WHEREAS, the Town of Jupiter has prepared and competitively bid a letter contract which sets forth the scope of work and responsibilities for cleaning and inspection of the interior of one 20,000-gallon and one 1,000-gallon steel sulfuric acid storage tanks located at the Town's Nanofiltration (NF) Water Treatment Plant; and

WHEREAS, the lowest responsive sealed price proposal received by the Town for Sulfuric Acid Storage Tanks Cleaning and Inspection (W2426) was submitted by Alpha Omega Training and Compliance, Inc., of Titusville, Florida on February 29th, 2024 in an amount of \$87,751.00; and

WHEREAS, Alpha Omega Training and Compliance, Inc's bid submitted on February 29th, 2024 for Sulfuric Acid Storage Tanks Cleaning and Inspection (W2426), in an amount of \$87,751.00 was reviewed and found to be responsive to the bid requirements and suitable for award in accordance with adopted funding in the fiscal year 2024 Water Asset Maintenance Community Investment Program (CIP) budget;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The contract between the Town of Jupiter and Alpha Omega Training and Compliance, Inc is hereby approved.

Section 2. The Mayor is authorized and directed to execute said contract on behalf of the Town.

Section 3. Upon the acceptance and execution of the contract, Alpha Omega Training and Compliance, Inc shall be responsible for carrying out all responsibilities which have been established therein.

Section 4. This Resolution shall take effect immediately upon its execution.

4/16/2024

Attachment 2



Town of Jupiter Utilities
Sulfuric Acid Storage Tanks Cleaning and Inspection W2426

February 29, 2024 at 2:00pm Bid Opening

				Alpha Omega Training & Compliance Inc.		A-C-T Environmental & Infrastructure, Inc.		Carlson Environmental Consultants, PC	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
PROPOSAL ITEMS									
1	Mobilization and Demobilization (Not to exceed 10% of total price)	LS	1	\$7,245.00	\$7,245.00	\$9,153.85	\$9,153.85	\$2,400.00	\$2,400.00
2	Insurance	LS	1	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,200.00	\$1,200.00
3	Consideration of Indemnification	LS	1	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
4	Acid waste cleaning of 20,000 gallon steel bulk storage tank	EA	1	\$26,172.00	\$26,172.00	\$62,869.91	\$62,869.91	\$44,362.18	\$44,362.18
5	Acid waste cleaning of 1,000 gallon steel day tank	EA	1	\$4,772.00	\$4,772.00	\$24,446.49	\$24,446.49	\$23,590.55	\$23,590.55
6	20,000 Gallon tank inspection and report	EA	1	\$9,381.00	\$9,381.00	\$7,258.79	\$7,258.79	\$7,200.00	\$7,200.00
7	1,000 Gallon tank inspection and report	EA	1	\$9,381.00	\$9,381.00	\$3,908.58	\$3,908.58	\$7,200.00	\$7,200.00
8	275 Gallon container use and disposal	EA	8	\$3,650.00	\$29,200.00	\$5,615.81	\$44,926.48	\$8,987.50	\$71,900.00
Total Price Proposal (Items 1-8) =					\$87,751.00		\$152,664.10		\$157,952.73



February 28, 2024

Town of Jupiter

RE: Sulfuric Acid Storage Tank Cleaning and Inspection (W2426)

SCOPE OF SERVICES

- Alpha Omega (AOTC) will mobilize a proper crew and equipment to the designated site to clean 1- 20,000 gallon and 1-1,000-gallon sulfuric acid tanks
- Tanks will be drained as much as possible by the water treatment facility
- AOTC will use a liquid vacuum truck to remove any sludge from the tanks.
- AOTC will ventilate the space and conduct air monitoring on the tank prior to any entry
- AOTC will use confined space procedures to enter the space.
- AOTC will enter the tanks using proper PPE to ensure all product and sludge is removed prior to rinsing the tanks.
- Sludge will be placed into totes for disposal.
- Using a gama jet AOTC will begin the wash down process, this will be a non-entry method for rinsing the tanks
- If needed AOTC will enter the tanks to finish cleaning using a pressure washer.
- AOTC may use a sodium bicarbonate solution to ensure the tank is safe for entry for the inspector.
- Rinse water will be check for pH – Rinse water is assumed to be non-hazardous or will be neutralized for disposal.
- A certified inspector will inspect both tanks using STI SP001 standards
- A field report will be reviewed by a PE and signed.
- AOTC will support the inspector onsite with confined space entry and rescue
- AOTC anticipates this project taking 5 working days.
- Waste will be left onsite until proper profiling can be conducted.

Pricing see attached pricing schedule

Items provided by Town of Jupiter

- An authorized representative will be available during the project, at minimum by telephone
- Authorization to proceed

We look forward working with you and we are prepared to proceed with the tasks outlined above upon receipt of your authorization. If you wish AOTC to proceed, please formalize this agreement by signing the attached acceptance form and returning back to us. Should you have any questions, please contact me at 321.445.9845

Sincerely,

AOTC

Kirk Kraus

Director of Operations

321.445.9845

PO BOX 236727, COCOA, FL 32923

www.a-otc.com

Price Proposal
Price Proposal Form/Schedule of Values

Contractor's Name: Alpha Omega Training and Compliance Inc.

Sulfuric Acid Storage Tanks Cleaning and Inspection (W2426)

Item No.	Item Description	Quantity	Unit	Unit Price	Extended Value
1	Mobilization and Demobilization (Not to exceed 10% of total price)	1	LS	\$ <u>7,245.00</u>	\$ <u>7,245.00</u>
2	Insurance	1	LS	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
3	Consideration for Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
4	Acid waste cleaning of 20,000 gallon steel bulk storage tank	1	EA	\$ <u>26,172.00</u>	\$ <u>26,172.00</u>
5	Acid waste cleaning of 1,000 gallon steel day tank	1	EA	\$ <u>4,772.00</u>	\$ <u>4,772.00</u>
6	20,000 Gallon tank Inspection and report	1	EA	\$ <u>9,381.00</u>	\$ <u>9,381.00</u>
7	1'000 Gallon tank Inspection and report	1	EA	\$ <u>9,381.00</u>	\$ <u>9,381.00</u>
8	275 Gallon container use and disposal	8	EA	\$ <u>3,650.00</u>	\$ <u>29,200.00</u>

Total Price Proposal (Items 1-8) = \$ 87,751.00

Total Price Proposal (Items 1-8) in Words: Eighty Seven Thousand Seven Hundred Fifty One.

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Price Proposal (Continued)

If awarded the Work, the undersigned agrees to attend a preconstruction meeting with the Owner and initiate work within fifteen (15) calendar days from the date of Owner issued purchase order (PO) for the work, and to fully complete all necessary work within the time limits specified below.

Final Completion: 85 calendar days from Date of Notice to Proceed

The under signed agrees that all project documents issued for this work, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive price proposal. The undersigned acknowledges receipt of 2 (insert number) Addenda for this work.

The undersigned hereby declares that the only Persons, company, or parties interested in this Proposal to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned hereby declares he/she has carefully and to his/her full satisfaction examined this Request for Price Proposals including all associated documents, including instructions, specifications, drawings, addenda, and has fully examined the project site and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the prosecution and completion of the work.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this work and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested any be deemed by the municipality to be a material breach of this proposal justifying its termination.

Questions concerning this project shall be directed to Christopher McKenzie in writing by email chrism@jupiter.fl.us

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all proposals. The Town of Jupiter is an equal opportunity employer.

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The undersigned states that this price proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE February 29th 2024

FIRM NAME Alpha Omega Training and Compliance Inc.

BUSINESS ADDRESS 1540 Armstrong Drive Titusville, FL 32780

BUSINESS TELEPHONE 321-445-9845

FIRM'S FEIN 26-4217438

SIGNATURE OF RESPONSIBLE OFFICIAL _____

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Kirk Kraus Director of Operations

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL kkraus@a-otc.com

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

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Contractor Safety Qualifications/Requirements

1. APPLICABILITY

Any contractors performing maintenance, repair, turnaround, major renovations, or specialty work on or adjacent to the hazardous chemical process at the Jupiter Water Treatment plant is subject to the contractor safety requirements of the Environmental Protection Agency Risk Management Program (40 CFR 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CFR 1910.119(h)).

CONTRACTOR SHALL SUBMIT A COMPLETED COPY OF THE ATTACHED "CONTRACTOR SAFETY QUALIFICATION FORM" WITH THEIR BID. FAILURE TO INCLUDE THIS FORM WITH THE BID IS GROUNDS FOR DISQUALIFICATION.

2. OWNER RESPONSIBILITY

(A) Selecting a Contractor:

1. When selecting a contractor, obtain and evaluate information regarding the contractor's safety program.

(B) Informing a Contractor:

1. Inform the contractor of the known potential fire, explosion, or toxic release hazards related to the contractor's work and regulated process.
2. Explain to the contractor the applicable provisions of the facilities emergency response program (i.e. alarms, evacuation routes, etc.)
3. Inform the contractor of the facility's safe work practices of operations such as:
 - Confined space entry
 - Equipment/line opening
 - Lockout/tagout Program
 - Control over entry into regulated (i.e. hazardous) process areas
 - Hot Work Permit

(C) Evaluating a Contractor's Performance

1. Evaluate the contractor's performance in fulfilling their requirements under this regulation.

3. CONTRACTOR RESPONSIBILITY

- (A) Assure that each of the contractor's employees are trained in the work practices to safely perform his/her job, and to document that each employee understood the training. This documentation will include the name of employee, date of the training, and means used to verify that the employee understood the training.
- (B) Assure that each of the contractor's employees are instructed in the known potential fire, explosion, or toxic release hazards related to his/her job and the process, and the applicable provisions of the emergency response plan.

- (C) Assure that Contractor's employees and subcontractor's/laborers attend the WTP safety orientation and follow the facility's safety rules including safe work practices such as control over entry into hazardous chemical process areas, lockout/tagout, equipment/line opening, confined space safety, and hot work permit.
- (D) Advise the facility owner of any unique hazard presented by the contractor's work, or of any hazards found by the contractor.
- (E) Obtain and evaluate information pertaining to subcontractor's safety programs.
- (F) Assure that subcontractor's and laborers are trained in their work practice to safely perform their jobs.

4. CONTRACTOR SUBMITTALS

(A). Training Certification

Prior to the commencement the contractor shall certify in writing to the Owner that those employees involved in work on or around the hazardous chemical process at the Jupiter Water Treatment Plant have successfully completed training in accordance with 40 CFR 68.87(c) and 29 CFR 1910.119(h)(3).

(B). Records Maintenance

The Contractor shall maintain a record of those employees who successfully completed the above training. These records must include the following information:

- Name of the employee
- Contents of training
- Date of training
- Means used to verify that the employee understood the training

(C). Additional Responsibilities

1. Contractor must immediately inform the Owner of all contract employee injuries or illness resulting from work performed on or around and hazardous chemical process.
2. Contractor must immediately inform the Owner of any injuries resulting from any work at the facility.
3. Contractor employees, subcontractors, and laborers must participate in a mandatory on-site safety orientation conducted by the Owner before work begins. It is the Contractor's responsibility to schedule these meetings with the Owner, and it is the Contractor's responsibility to ensure all persons working on the Water Treatment Plant site under this contract have attended the mandatory on-site safety orientation. Failure to do so will result in removal of those persons who have not received the training from the job site until such time as the training is obtained.

Contractor Safety Qualification Form

SECTION 1: COMPANY INFORMATION			
Company Name: Alpha Omega Training and Compliance Inc			
Address 1: 1540 Armstrong Drive			
Address 2:			
City, State, Zip: Titusville, FL 32780			
Telephone No.: 321-536-9509			
Fax No.:			
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS			
Company Name: N/A			
Address:			
City, State, Zip:			
Relationship:			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
SECTION 3: INSURANCE COVERAGE			
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:			
- General Business Liability Insurance - Contractors Pollution Liability Insurance - Workman's Compensation Insurance			
3.2 How long have you been covered by your current provider of Workman's Compensation Insurance?			
Just over 2 years Since 12/2021			
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's workman's compensation insurance policy for the past five years:			
Year	Intrastate EMR	Interstate EMR	Comments
2023	0.71		
2022	0.83		
2021	0.82		
2020	0.87		

Contractor Safety Qualification Form (Continued)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Cory Slavik

Address 1: 3760 N Wickham Rd Suite 2

Address 2:

City, State, Zip: Melbourne FL 32925

Telephone No.: 321-610-9122

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 200 Logs to the table below:

Statistic	Year: 2023		Year: 2022		Year: 2021	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	0		0		2	
Restricted Workday Cases	65		0		115	
Medical Treatment (not First Aid) Cases	2		0		2	
Total Illness Cases	0		0		0	
Total Recordable Cases	2		0		2	
Fatalities	0		0		0	

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

N/A

Contractor Safety Qualification Form (Continued)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? ☒ Yes ☐ No Frequency: Weekly / prior to each job
- Employees? ☒ Yes ☐ No Frequency: Prior to each job/ new task
- New Hires? ☒ Yes ☐ No Frequency: initial training / new task
- Subcontractors? ☒ Yes ☐ No Frequency: _____

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☒ Yes ☐ No

Name: Mike Piland Title: Safety Manager

How frequently will the representative visit the project site? 1

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

Yes, we have attached are table of contents. If additional
information is needed please let us know.

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Mike Piland Title: Safety Manager

Telephone No.: 407-949-7007

SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

None

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): Kirk Kraus Title: Director of Operations

Signature:  Date: 2/28/2024

Contractor E-Verify Affidavit

I hereby certify that Alpha Omega training and Compliance Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Alpha Omega Training and Compliance Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Kirk Kraus

Date: 2/28/2024

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 28th/2/24 (date) by Kirk Kraus (name of officer or agent, title of officer or agent) of AOTC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public



Name typed, printed or stamped

My Commission Expires:



Company ID Number: 699731



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Alpha-Omega Training and Compliance, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 699731

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Alpha-Omega Training and Compliance, Inc.	
Name (Please Type or Print) Brian Barnett	Title
Signature Electronically Signed	Date 08/06/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/06/2013



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Alpha-Omega Training and Compliance, Inc.
Company Facility Address	1540 Armstrong Drive Titusville, FL 32780
Company Alternate Address	PO BOX 236727 Cocoa, FL 32923
County or Parish	BREVARD
Employer Identification Number	264217438
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	3 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

3



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Todd McDowell
Phone Number 3214459845
Fax 3219890322
Email tmcowell@a-otc.com

Name Brian Barnett
Phone Number 3214459845
Fax 3219890322
Email bbarnett@a-otc.com



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This list represents the first 20 Program Administrators listed for this company.

Subcontractor E-Verify Affidavit

I hereby certify that N/A [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____(date) by _____(name of officer or agent, title of officer or agent) of _____(name of contractor company acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

*Alpha-Omega Training &
Compliance, Inc.
Corporate Health & Safety Plan*

**Corporate Health & Safety
Plan
(CHASP)**

AΩTC

AN EH&S COMPANY

Alpha-Omega Training and Compliance, Inc.

PO BOX 236727

Cocoa, FL 32923

www.a-otc.com

NOTES



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ALPHTRA-02

JNEWTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	CONTACT NAME:	
	PHONE (A/C, No, Ext): (321) 255-2220	FAX (A/C, No): (321) 255-7770
INSURED Alpha Omega Training and Compliance Inc. (AOTC) PO Box 236727 Cocoa, FL 32923-6727	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Nautilus Insurance Company	
	INSURER B : Key Risk Insurance Company	
	INSURER C : Great Divide Insurance Company	
	INSURER D : Ascot Insurance Company	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$1M Pol/\$25K Ded ☒ \$1M Prof/\$25K Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			ECP2027764-15	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 EBL Aggregate \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ HNOA-Comp Ded \$1,000 ☒ HNOA-Comp Ded \$1,000			BAP2027748-15	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000			FFX2027766-15	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA2033572-13	12/1/2023	12/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			IMMA2310000678-04	12/1/2023	12/1/2024	Leased/Rented 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



UTILITIES

LETTER CONTRACT

TO: Alpha Omega Training and Compliance Inc.
1540 Armstrong Drive
Titusville, FL 32780

ATTN: Kirk Kraus, Director of Operations

DATE:

CONTRACT: Sulfuric Acid Storage Tanks Cleaning and Inspection (W2426)

In accordance with your firm's unit price proposal dated February 29, 2024 and attached hereto, as amended by this letter and in accordance with the Scope of Work attached hereto, upon execution of this Letter Contract you are authorized to proceed with the construction of the above referenced project for a Total Contract Price of **\$87,751.00**. The Unit Prices presented in your Price Proposal shall be for all the Work including, but not be limited to, all labor, supervision, travel, equipment, materials, tools, supplies, permits, submittals, fuel, disposal costs, project overhead, home office overhead, incidentals, and profit required to complete the scope of work in accordance with requirements of the Contract.

In accordance with Paragraph 1.2 of the Contract Standard Terms and Conditions, the Contract Time for performance of the Work has been established as eighty-five (85) Calendar Days from the Date of Notice to Proceed. Additionally, and in accordance with Paragraph 1.5, failure to complete the project in the time specified and as adjusted under Paragraph 134, will result in Liquidated Damages in an amount of \$750.00 per Calendar Day.

The Town of Jupiter Letter Contract Standard Terms and Conditions are attached, as well as supporting documentation including the required Payment Application cover sheet, shop drawing transmittal form, Request for Information form, Certification Disbursement of Previous Periodic Payment to Subcontractor's form, and Change Order form, incorporated by reference into this Letter Contract. All Work, operations, and submittals shall be done in accordance with these terms and conditions. As required in Condition 1.24, all Contract changes shall be authorized in writing by the Town of Jupiter prior to initiating and completing the work.

Please return two signed original Letter Contracts with proof of insurance to Jennifer Mondone, Utilities Administration, at 17403 Central Boulevard, Jupiter, FL 33458. All correspondence, including invoices, shall reference Jupiter Water Treatment Facility Acid Storage Tank Cleaning

(W2426) and be submitted to Chris McKenzie, the Town's Utility Systems Manager at chrism@jupiter.fl.us, (561)741-2605.

We look forward to working with you on this project.

Town of Jupiter Letter Contract Standard Terms and Conditions

- 1.1. The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the Work, and shall perform the required Work in a safe manner and according to commonly accepted and good construction practices all in accordance with the described Scope of Work.
- 1.2. The parties agree that TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT TERM may be changed only by written Change Order or written amendment. Unless extended or terminated, the TERM of performance of this CONTRACT shall commence on the date of Notice to Proceed and continue for a period of eighty-five (85) calendar days.
- 1.3. As a condition precedent to an extension of CONTRACT Time the CONTRACTOR must submit to the TOWN, a preliminary request for an extension of CONTRACT Time in writing within seven (7) calendar days after the commencement of a delay to any work activity that will delay the overall completion of the project. If the CONTRACTOR fails to submit this required preliminary request for an extension of CONTRACT Time, the CONTRACTOR fully, completely, absolutely and irrevocably waives any entitlement to an extension of CONTRACT Time for that delay.
- 1.4. No damages for CONTRACT delay. No claims for damages or any claim other than an extension of Contract Time shall be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.
- 1.5. Failure to complete the Project within the time fixed in this CONTRACT may result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, \$750.00 (Seven Hundred Fifty dollars), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 1.6. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.
- 1.7. The CONTRACTOR shall check all Plans and Specifications furnished to him immediately upon their receipt and shall promptly notify the TOWN of all errors, inconsistencies, omissions and discrepancies. Figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown

on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. No deviations shall be made by the CONTRACTOR, unless explicitly authorized by the TOWN, in writing. All approved deviations from the Specifications and Plans will be compiled and provided to the TOWN by CONTRACTOR. The TOWN may furnish from time to time such detail Plans and other information considered necessary to clarify the CONTRACT Documents.

- 1.8. Perform all work to the satisfaction of the Town's Project Manager or Designee. The Town will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.
- 1.9. Changes made by the Town will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed in accordance with the Contract Documents.
- 1.10. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage's in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverage's and minimum limits of liability.
 - 1.10.1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
 - 1.10.2. COMMERCIAL GENERAL LIABILITY - \$2,000,000 General Aggregate - with the minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
 - 1.10.3. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
 - 1.10.4. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

- 1.11. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.
- 1.12. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County or City law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 1.13. The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN.
- 1.14. The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.
- 1.15. The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State, local and municipal laws, codes, and regulations in connection with the prosecution of the Work.
- 1.16. The CONTRACTOR shall be responsible for access to, into, and out of tanks, removal of acid sludge material from tanks, temporary storage of acid sludge material, safe and legal hauling and disposal of acid sludge material off site to a safe and legal location, thorough cleaning of interior of tanks, and all other Work required. The CONTRACTOR shall schedule and sequence work with the Water Plant Maintenance Supervisor so that activities can be coordinated with other water plant operations. The CONTRACTOR shall not start work on any tank without the prior approval of the TOWN. The costs associated with access, removal of acid sludge, storage, hauling and disposal of acid sludge, and cleaning of tanks are considered incidental to the Work and are included in

CONTRACTOR'S price proposal.

- 1.17. CONTRACTOR shall not commence with Work in locations adjacent to existing utility facilities or other property, without prior approval from the Water Plant Maintenance Supervisor and until provisions to protect existing facilities against damage are implemented to avoid expense, loss, disruption of service, or other undue inconvenience to the public or to the TOWN. The CONTRACTOR is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the CONTRACTOR'S operations.
- 1.18. If satisfactory progress is being made, the CONTRACTOR may request partial payments on monthly estimates, based on the actual work completed, with approval by the TOWN. All payment requests shall be submitted on an approved Town of Jupiter Payment Application form accompanied with a completed Certification Disbursement of Previous Periodic Payment to Subcontractors for any previous disbursements made by the TOWN to CONTRACTOR for this Contract. The CONTRACTOR shall provide partial release of liens in the standard form attached to this CONTRACT with each monthly payment application beginning with Payment Application #2. The CONTRACTOR shall provide a final waiver of liens in the standard form attached to this CONTRACT prior to the TOWN making final payment for the Work.
- 1.19. The TOWN reserves the right to make alterations in the character of the Work, which involve a change in the nature of the design, in the type of construction or which materially increases, or decreases the cost or time of performance. CONTRACTOR is obligated to provide the TOWN with price proposals for the TOWN'S consideration for all requested changes in scope of work.
- 1.20. Any other written order from the TOWN, which causes any such change, shall be treated as a Change Order under this clause. No additional compensation or change in CONTRACT time will be allowed in the absence of a Change Order signed by an authorized TOWN representative; the TOWN'S authorization must be in advance of additional work and/or prior to incurring additional costs. If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for the performance of any part of the Work under this CONTRACT, whether or not changed by any order, an equitable adjustment shall be made and the CONTRACT modified in writing accordingly.
- 1.21. The CONTRACTOR shall give written notice to the TOWN of any claim for an increase in the CONTRACT sum or CONTRACT performance period arising under or relating to the CONTRACT within seven (7) days after the start of the event-giving rise to such claim. Submission of timely notice of intent to file a claim, preliminary time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the CONTRACTOR bringing any circuit court or federal court proceeding against the TOWN for the items and for the sums or time set forth in the CONTRACTOR'S written claim, and the failure to provide such notice of intent, preliminary time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the

CONTRACTOR of any right to additional compensation or a time extension for such claim.

- 1.22. Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated in the Work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the CONTRACTOR may, at his option, use any equipment, material, article or process which, in the judgment of the Town, is equal to that named.
- 1.23. The CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. As required by the TOWN, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment; this may include shop drawings, manufacturer's cut-sheets and other descriptive materials which indicate conformance with the requirements of the CONTRACT. Furnish shop drawings, manufacturer's cut-sheets and other descriptive materials without delaying the work and without any additional cost to the TOWN. All work, equipment and materials furnished as part of the CONTRACT shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance of the work by the TOWN. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR'S expense.
- 1.24. All Work shall be subject to inspection and testing by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the Work strictly complies with the CONTRACT requirements. No inspection or testing by the TOWN shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the TOWN after acceptance of the completed work.
- 1.25. When, upon completion of the entire scope the Town determines that the CONTRACTOR has satisfactorily completed the Work and all punch list work identified during the punch list inspection, the Town will give the CONTRACTOR written notice of final acceptance. The final acceptance date will be the date on which the Contract warranty provisions and the time limitations for latent defects commence.
- 1.26. The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as

provided under Section 1.25. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

- 1.27. The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.
- 1.28. If this Contract is dependent upon approval of fiscal year funding and in the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.
- 1.29. In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action must be taken to correct the default within seven (7) calendar days thereof, and the default must be corrected to the satisfaction of the TOWN within ten (10) calendar days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.
- 1.30. Audits: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 1.31. CONE OF SILENCE, Sec. 2-355. Cone of Silence
 - 1.31.1. Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- 1.31.1.1. Any person or person's representative seeking an award from such competitive solicitation; and
- 1.31.1.2. Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- 1.31.2. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- 1.31.3. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- 1.31.4. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- 1.31.5. The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- 1.31.6. The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

- 1.31.7. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.
- 1.32. This contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 1.32(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 1.32(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 1.32(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 1.32(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2261, BRITTANYG@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**
- 1.33. All notices and invoices to the TOWN shall be sent to the following address:
Town of Jupiter
Attention: Christopher McKenzie
chrism@jupiter.fl.us
17403 Central Boulevard
Jupiter, FL 33458
- 1.34. Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith. The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the

CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

- 1.35. Insert language from Front Ends related to E-Verify here.
- 1.36. Should any part, term or provision of this CONTRACT be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 1.37. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 1.38. If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Letter Contract. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

CONTRACTOR

Town of Jupiter
Inc
210 Military Trail
Jupiter, FL 33458

Alpha Omega Training and Compliance,

1540 Armstrong Drive
Titusville FL 32780

By:

By:

Jim Kuretski, Mayor

Kirk Kraus, Director of Operations

(TOWN SEAL)

(CORPORATE SEAL)

ATTEST

ATTEST

Laura E. Cahill, Town Clerk

PRINT NAME AND POSITION

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2024 - 2028**

Strategic Priority : Fiscal Responsibility and Safety	Department : Utilities Project No. : W1290 Year(s) : Ongoing Projected In-Service Date : Ongoing
Project Name : Water Asset Maintenance Program	
Project Description : The Town's water system contains valuable assets that must be maintained in a reliable, responsive and cost effective manner to maximize useful life. This project provides for maintenance activities related to water system assets including distribution system valves and hydrants, maintenance dredging of the surficial aquifer recharge system, well rehabilitation, maintenance upgrades of the SCADA and GIS systems, maintenance painting of water utility structures, piping, hydrants, and buildings, and other various inspections, cleanings, repairs and replacements necessary to properly maintain water utility assets.	
Link to Strategic Plan : This project supports the Town's Strategic Plan Result of Fiscal Responsibility by maintaining and managing water utility assets to help achieve and maximize useful life of assets in a safe and reliable manner.	
Need, Justification, Benefits : Maintenance of valuable Utility assets is critical to maximizing asset life in a fiscally responsible manner.	
Location & Area Map	Project Photo
	
Comments : Projects planned for FY24 include continued rehabilitation of surficial aquifer (SA) and Floridan Aquifer (FA) wells, sulfuric acid tank cleaning and interior inspections, GIS/SCADA upgrades, asset management, replacement of Water Plant programmable logic controllers (PLCs) and remote I/O panels, distribution system valve and hydrant replacements, stainless steel pipe maintenance, and maintenance painting of various water utility assets.	

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2024 - 2028

Project Name :	Water Asset Maintenance Program	Project No.	W1290
Strategic Priority :	Fiscal Responsibility and Safety		
Department :	Utilities		

Project Budget :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$15,636,650	\$1,156,344	\$1,425,374	\$1,292,984	\$1,441,007	\$1,560,567	\$0	\$22,512,926
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$15,636,650	\$1,156,344	\$1,425,374	\$1,292,984	\$1,441,007	\$1,560,567	\$0	\$22,512,926

Funding Sources :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$15,636,650	\$1,156,344	\$1,425,374	\$1,292,984	\$1,441,007	\$1,560,567	\$0	\$22,512,926
Total Revenues	\$15,636,650	\$1,156,344	\$1,425,374	\$1,292,984	\$1,441,007	\$1,560,567	\$0	\$22,512,926

Operating :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2019	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total
Amount Budgeted	\$6,162,166	\$1,694,209	\$2,013,630	\$1,948,058	\$2,260,525	\$1,652,218	\$15,730,806
Amount Expended	\$4,730,291	\$1,286,151	\$1,050,728	\$2,418,653	\$1,554,397	\$716,355	\$11,756,575
Balance							\$3,974,231

TOWN OF JUPITER
FY2024 Mid-Year Budget Amendments



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution 39-24 Approval of the mid-year budget amendments for fiscal year 2024.

EXECUTIVE SUMMARY

Staff seeks Town Council approval of Resolution 39-24 providing for an amendment to the fiscal year ending September 30, 2024 operating and CIP budgets. The amendment includes budget transfers and amendments recorded from October 1, 2023 through March 31, 2024 as detailed in the attached budget transfer summary. The most significant amendments by fund are listed below:

General Fund:

Amendments to the General Fund budget were required for the following:

1. To carry forward remaining operating funds from FY2023 for repairs and maintenance items for the clock tower, security cameras and HVAC repairs along with the purchase of a bucket truck not completed by year-end.
2. To carry forward remaining operating funds from FY2023 for the purchase of vehicles not purchased by year-end.
3. To carry forward remaining operating funds from FY2023 the scanning of documents project not completed by year-end.
4. To transfer and amend the FY2024 operating budget for approval of the contract extension for design services relating to the Town Hall Phase II project, authorized by Town Council on 12/05/2023.

General Fund Contingency Use:

Beginning Balance: \$1,589,718
First Quarter Amendments: \$1,400,000

Remaining Balance: \$189,718

Community Investment Plan (CIP):

Amendments to the CIP Fund were required for the following:

To carry forward funds from FY2023 for previously approved CIP projects. The list of projects and the funds for each are identified in attachment 2 of this document.

1. To appropriate funds for the extension of a professional services contract for the Town Hall Campus PHII engineering and design work, approved by Council on 12/5/2023.

Water and Stormwater:

Amendments to the Water Fund and Stormwater Fund budgets were required for the following:

1. To carry forward operating funds from FY2023 for vehicles not purchased by year-end.
2. To carry forward operating funds from FY2023 for repairs and maintenance items not completed by year-end.
3. To carry forward unspent FYE2023 funds on the previously approved infrastructure R&R projects.
4. To reallocate funding from Water Fund to water R&R Fund for North Limestone Creek Wellfield Project, approved by Town Council on 11-8-2023 by Resolution 83-23.
5. To appropriate additional funding for a construction contract for construction and improvements at the Town's Deep Injection Well Project, approved by the Town Council on 11-8-2023 by Resolution 96-23.
6. To carry forward unspent FYE2023 funds on previously approved infrastructure & Stormwater improvement grants CIP projects.
7. To carry forward unspent FYE2023 funds on previously approved Stormwater R&R Fund CIP projects.

Water Fund Contingency Use:

Beginning Balance:	\$563,800
Mid-Year Amendments:	<u>\$ 37,145</u>

Remaining Balance:	<u>\$526,655</u>
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There has been no use of Stormwater Fund contingency funds for FY2024.

BUILDING FUND:

1. To carry forward remaining operating funds from FY2023 for purchase of a vehicle that was not purchased by year-end due to supply chain issues.
2. Appropriated funds for Town Hall Green engineering and design agreement, approved by Town Council on 12-5-2023.

ANALYSIS

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. FY2024 Mid-Year Budget Amendment Resolution 39-24
2. FY2024 Mid-Year Budget Amendments List
3. FY2024 Mid-Year Amendments Project List

FUNDING SOURCE

Multiple Funding Sources

For more information or copies of the attachments, please contact Scott Reynolds at scottr@jupiter.fl.us or 561-741-2327.

ATTACHMENT 1

TOWN OF JUPITER, FLORIDA

RESOLUTION NO. 39-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING RESOLUTION 94-23, THE TOWN'S BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter has adopted its Fiscal Year 2023-2024 Budget and Pay Plan pursuant to Resolution 94-23 on September 19, 2023; and

WHEREAS, the Town Manager recognizes that periodic modifications to the adopted budget for the fiscal year are necessary for fiscal management purposes and to implement those changes to the Town Council's fiscal policy which occur after the adoption of the Fiscal Year 2023-2024 Budget; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

SECTION 1. The Town Council hereby amends Resolution 94-23, the Town's Budget for Fiscal Year 2023-2024 to provide for certain adjustments and amendments to the Town Council's fiscal policy which it has made during the course of the fiscal year.

SECTION 2. The Town Council hereby adopts those Budget transfers recorded through March 31, 2023 which are attached hereto and incorporated herein.

SECTION 3. To the extent not amended herein, all other provisions of the Annual Budget for Fiscal Year Ending September 30, 2024 remain in full force and effect.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

SECTION 5. This Resolution shall become effective immediately upon execution.

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2023 - March 31, 2024**

	<u>Increase</u>	<u>Decrease</u>
GENERAL FUND:		
INFORMATION SYSTEMS:		
Repairs and Maintenance	44,368	
Designated from Fund Balance	(44,368)	
To carryforward remaining operating funds from FY23 for Town Hall Cameras installations not completed by year-end.		
ENGINEERING:		
Other Contractual Services	20,000	
Designated from Fund Balance	(20,000)	
To carryforward remaining operating funds from FY23 for FDOT friction Testing not completed by year-end.		
PUBLIC WORKS:		
Repairs & Maintenance - PW Building and Janitorial	53,757	
Repairs & Maintenance - PW Parks Maintenance	5,990	
Machinery and Equipment - PW Building and Janitorial	162,716	
Designated from Fund Balance	(222,463)	
To carryforward remaining operating funds from FY23 for repairs and maintenance items for the clock tower, security cameras and HVAC repairs along with the purchase of a bucket truck not completed by year-end.		
Machinery & Equipment - PW Grounds	57,104	
Machinery & Equipment - PW Signs	21,738	
Machinery & Equipment - PW Park Maintenance	231,271	
Designated from Fund Balance	(310,113)	
To carryforward remaining operating funds from FY23 for the purchase of vehicles not purchased by year-end.		
Memorial Bricks	3,700	
CFS-Memorial Bricks	(3,700)	
To appropriate additional funds received for the Town's memorial brick program.		
PLANNING AND ZONING:		
Other Contractual Service	28,230	
Designated from Fund Balance	(28,230)	
To carryforward remaining operating funds from FY23 the scanning of documents project not completed by year-end.		
RECREATION:		
Machinery & Equipment	18,245	
Designated from Fund Balance	(18,245)	
To carryforward remaining operating funds from FY23 for scissor lift not purchased by year-end.		

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2023 - March 31, 2024**

	<u>Increase</u>	<u>Decrease</u>
OTHER GENERAL GOVERNMENT:		
Tfr To-Capital Improvement Fund	97,350	
Designated from Fund Balance	(97,350)	
To transfer and amend the FY24 operating budget for approval of the contract extension for design services relating to the Town Hall Phase II project. Authorized by Town Council on 12/05/2023.		

COMMUNITY INVESTMENT PROGRAM:

Previously Approved CIP Projects	26,633,343	
FED Grant - CDBG	(184,244)	
Fed Grant-HUD-CDBG-N PennockLn	(110,000)	
Fed Grant-Culture/Recreation	(207,712)	
State Grant-LRPI-Sims Creek Pr	(100,000)	
JID - Sims Creek Preserve	(25,000)	
Dfef-Sims Creek Preserve	(42,500)	
Local Grant FDOT WWII Building	(198,438)	
Local Grant PBC Road Impact - Island Way	(1,000,000)	
Designated from Fund Balance	(19,051,131)	
Designated from Fund Balance Lennar Settlement	(2,000,000)	
Designated from Escrow Funds	(863,185)	
Trf From - Impact Fee Road	(1,661,133)	
Trf From - Impact Fee Recreation	(120,000)	
Capital Contributions Private	(1,070,000)	
To carryforward unspent FY2023 funds on previously approved C-I-P projects and related revenues.		

Trf to Stormwater R&R Fund	165,000	
Trf-From General Fund	(97,350)	
Trf-From Water System	(19,800)	
Trf-From Building Enterprise	(47,850)	
To appropriate funds for the extension of a professional services contract for the Town Hall Campus PHII engineering and design work. Approved by Council on 12/5/2023.		

WATER FUND:

WATER ADMINISTRATION:

Professional Services	33,705	
Designated from Fund Balance	(33,705)	
To carryforward unspent FY2023 operating funds on previously approved vehicle and operating items due to supply chain issues.		

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2023 - March 31, 2024**

	<u>Increase</u>	<u>Decrease</u>
WATER PLANT:		
Repairs & Maintenance	37,145	
Contingency	(37,145)	
To transfer and utilize water contingnecy funds for the emergency repair needs of the plants NF acid tanks.		
Repairs & Maintenance	75,000	
Vehicles	233,312	
Designated from Fund Balance	(308,312)	
To carryforward unspent FY2023 operating funds on previously approved vehicle and operating items due to supply chain issues.		
WATER FIELD:		
Equipment	122,343	
Vehicles	303,664	
Disposition of Fixed Assets	(426,007)	
To carryforward unspent FY2023 operating funds on previously approved vehicle and operating items due to supply chain issues.		
WATER OTHER:		
Tfr To-Capital Improvement Fund	19,800	
Designated from Fund Balance	(19,800)	
To transfer and amend the FY24 operating budget for approval of the contract extension for design services relating to the Town Hall Phase II project. Authorized by Town Council on 12/05/2023.		
WATER CONNECTION FEE FUND:		
Meters	19,577	
Designated from Fund Balance	(19,577)	
To carryforward unspent FYE 23 funds for water meters.		
WATER R&R FUND:		
Previously Approved CIP Projects	66,207,594	
Fed Grant-WTP Hardening	(885,896)	
Designated From Fund Balance	(63,252,378)	
Transfer from ARPA Fund	(2,069,320)	
To carryforward unspent FYE 23 funds on the previously approved infrastructure R&R projects.		
Wells	593,392	
Wells	2,700,000	
Designated From Fund Balance	(3,293,392)	
To reallocate funding from water fund to water R&R fund for North Limestone Creek Wellfield Project. Approved by Town Council on 11-8-2023 Resolution 83-23		

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2023 - March 31, 2024**

	<u>Increase</u>	<u>Decrease</u>
Deep Well Injection System	743,396	
Designated From Fund Balance	(743,396)	
To appropriate additional funding for a construction contract for construction and improvements at the Town's Deep Injection Well Project. Approved by the Town Council on 11-8-2023 Resolution 96-23		
STORMWATER FUND:		
STORMWATER ADMINISTRATION:		
Vehicles	71,503	
Designated From Fund Balance	(71,503)	
To carryforward FY23 funds for vehicles not received by year-end.		
Professional Services	258,541	
Designated From Fund Balance	(258,541)	
To carryforward FY23 funds for a Town-Wide vulnerability assessment and resilient Florida Planning Grant. Approved by Town Council 03-21-2023		
STORMWATER FIELD:		
Equipment	220,768	
Designated From Fund Balance	(220,768)	
To carryforward FYE 2023 stormwater operating funds not purchased by year-end due to supply chain shortages.		
STORMWATER OTHER:		
Infrastructure	35,069	
Private SW Improvement Grants	333,071	
SW Mgmt. System Redevelopment Grants	311,887	
Designated From Fund Balance	(680,027)	
To carryforward unspent FYE 2023 funds on previously approved infrastructure & SW improvement grants CIP projects.		
STORMWATER R&R FUND:		
Previously Approved CIP Projects	7,107,339	
State Grant - LRPI	(175,255)	
Designated From Fund Balance	(6,337,058)	
Transfer from ARPA Fund	(595,026)	
To carryforward unspent FYE 2023 funds on previously approved stormwater R&R fund CIP projects.		

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2023 - March 31, 2024**

	<u>Increase</u>	<u>Decrease</u>
BUILDING FUND:		
Machinery and Equipment	63,000	
Designated from Fund Balance	(63,000)	
To carryforward remaining operating funds from FY23 for purchase of a vehicle that was not purchased by year-end due to supply chain issues.		
Trf-To Capital Improvement Fund	47,850	
Designated from Fund Balance	(47,850)	
Appropriated funds for TH Green engineering and design Agreement. Approved by Town Council 12-5-2023		

General Fund - Project Title	Carryforward Balance
Mast Arm Signal General	362,416
Collector Rdwy Lgt	478,187
Neighborhood Sidewalks	155,504
Road Mat & Sup-Street Resurfacing	2,066,257
S Extension of Island Way	5,429,407
Traffic Mgmt & Safety Impr	264,765
TH Parkg Ph II	121,009
Jup Park Dr/Central	866,460
Community Center Reno	583,619
Arterial Rd Landscape II	586,282
WWII Barracks Reloc	237,121
Public Works SB Ph II	206,000
N Pennock Ln SW CDBG	110,000
Riverside Dr Pedes	35,000
Sawfish Bay Pk Sea	30,000
TPD & Bush Rd Inte	15,000
Neighborhd Improvements	79,813
Police Vehicle Repl Prgm	29,957
Enhance Gateways	88,235
Center St Beautifict	50,000
PD Radio Sys Replacement	877,554
New Town Hall Bldg	5,624,445
Beach Renoursh	367,977
Community Webcams	349,830
Customer Serv Resp System	5,694
Roof Repl Program-CDBG	118,639
Police Memorial	50,000
Cinquez Park	564,597
Open Space Prgm	287,799
Park Restore Prgm	208,363
Rehab Beach Dune Crossover	118,114
Sawfish Bay Pk TrD	508,616
Sims Creek Preserv	346,393
Jup Comm Pk Reno	4,402,878
Indian Cr Pk Rstrm	75,000
Parks Ded OD Pickleball Ct	224,701
Parks Playground R&R	500,000
Playground Equip CDBG-CV	207,712
Total	26,633,343

Water R&R Fund - Project Title	Carryforward Balance
R&R-Professional Services	49,453
Water Asset Maintenance Program	2,211,097
MBA Rehab RO Permeate Od	587,687
Nano Membrane Repl	590,923
Nitrogen Blanket in Sulf	99,357
WTP Control Syst Securty	160,018
WTP Hard Server Bldg	568,955
RO RW Degrad-Inter Boost	2,931,344
RO Permeate Degasifier	10,000
NF Conc Blend w/RO RawWt	993,453
RO Membrane Repl	866,799
Piping Upgr-Central Bd PS	1,331,357
Brentwood North Distr Impr	253,776
Fishermans Landing WM Repl	102,571
Juno Bch Rpmp Station Valv	59,487
Distr Sys Wtr Qlty Samp St	83,568
Jup Lakes/Wood Duck Distr	576,716
Dolphin Dr WM Repl	325,755
Pennock Ind Pk Valves/Hydr	91,314
Toney Penna WM & Valves	169,185
Ammonia Inj Reloc/4-Log	286,443
N Limestone Creek Wellfd	9,208,566
RO Wellhead Reconstruct	1,331,052
Surficial Wells 8A-12A	392,274
Floridan Aquif RO14/15/16	11,385,523
Deep Injection Well Syst	22,201,573
RO Well Improvements	3,507,455
Pump Replacement Program	840,404
Meter Replacements	1,720,453
Large Meter Replacements	97,892
UBS & EAM Replacement	401,696
WTP Hard Serv Bld (FEMA)	746,982
Pine Gardens N Infr ARPA	1,113,302
Fishermans Landing WM ARPA	911,165
Total	66,207,594

Water Connection Fee Fund - Project Title	Carryforward Balance
Meters New	19,577
Total	19,577

Stormwater Fund - Project Title	Carryforward Balance
Cinquez Park Open Space	35,069
Private SW Improvement Grt	333,071
SW Mgmt System Redev Grt	311,887
Total	680,027

Stormwater R&R Fund - Project Title	Carryforward Balance
N A1A Drainage Improves	16,280
Stormwater Asset Maintenance Program	1,994,689
Urban SW Mgt System Rehab	45,797
Stormwater System Rehab	940,636
TMDL/NNC Regulatory Respo	49,639
Seminole Ave SW Basin Imp	577,200
Old Jupiter Bch Rd Drain	560,017
Fishermans Landing Drain	378,239
Dolphin Dr Drainage Impr	347,620
Curb Replacements	126,520
Pennock Ind Pk Drain Impr	964,099
Bush Rd Drainage Impr	147,045
Cypress Dr Drainage Impr	189,276
Seminole Ave SW Basn ARPA	197,753
Pennock Ind Pk Drain Impr	75,000
Bush Rd Drainage Improves	100,255
Pine Gardens N Infr ARPA	397,273
Total	7,107,339

TOWN OF JUPITER
Approving Extension 1 to the Print Services Contract with Southeastern Printing Co., Inc. for a One Year Term



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Shawn Reed, Community Relations Manager/PIO
SUBJECT	Approval of the first extension of the Print Services Contract with Southeastern Print for a term of one year.

EXECUTIVE SUMMARY

Town staff is requesting approval of Resolution 41-24 for the renewal of Contract CR 2023-001, Printing, Binding, and/or Mailing Services with Southeastern Printing Co., Inc. This unit price contract is estimated to be in the amount of \$82,877 annually.

This contract covers the printing, binding and mailing for a number of Town print projects, including: the quarterly Town Times and Recreation Connection newsletters, the Passport to Jupiter booklet, the Hurricane and Flood Guide with the Mayor's letter, the Water Quality Report, the Jupiter Jubilee promotional mailer as well as miscellaneous promotional mailers and pamphlets. This contract crosses over fiscal years, as it includes six months (April-September) of fiscal year 2024 and six months (October-March) of fiscal year 2025.

On March 9, 2023, Town Council authorized the award of Contract CR 2023-001, Printing, Binding, and/or Mailing Services, a unit price contract estimated to be in the amount of \$79,429. The Contract terms allowed for five (5) additional one (1) year renewals, subject to satisfactory performance and mutual agreement. The Contract stipulated that an adjustment to price based on changes to the Consumer Price Index for all Urban Consumers (CPI-U) was allowed for each of the individual year renewals.

Southeastern Print has indicated its desire to renew the contract based upon the 2023 annual CPI-U adjustment of 3.4%. The following is a summary of the revised contract amount:

Project	Quantity	Original Contract	Renewal Contract
Town Times/Recreation Connection	113,776	\$52,036	\$53,808
Hurricane Guide	27,500	\$6,512	\$6,734
Water Quality Report	30,000	\$4,838	\$5,003
Jupiter Jubilee Rack Card	27,500	\$3,059	\$3,163
Passport to Jupiter	2,000	\$10,759	\$11,125
Miscellaneous Rack Card	27,500	\$2,551	\$2,638

Miscellaneous Pamphlet	500	\$393	\$406
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Town staff recommends the approval of Resolution 41-24 for the renewal of Contract CR 2023-001, Printing, Binding, and/or Mailing Services with Southeastern Printing Co., Inc. This unit price contract is estimated to be in the amount of \$82,877.

ANALYSIS

STRATEGIC PRIORITY

- Town Communication

ATTACHMENTS

1. Resolution 41-24 Printing, Binding and-or Mailing Services
2. 2024 Price Adjustments
3. First Amendment Contract CR 2023-001 Renewal

FUNDING SOURCE

	Approved in Budget Total Budget FY2024 (6 months) (April 3-September 30)	\$41,438.50	Source: CR Operating Budget 00120112-547000
	Additional Funding will be requested in the FY2025 budget		

For more information or copies of the attachments, please contact Shawn Reed at shawnr@jupiter.fl.us or 561-741-2347.

Attachment 1

RESOLUTION NO. 41-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE RENEWAL OF CONTRACT CR 2023-001, PRINTING, BINDING AND/OR MAILING SERVICES WITH SOUTHEASTERN PRINTING COMPANY, INC. IN THE ESTIMATED AMOUNT OF \$82,877.

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, Southeastern Printing Co., Inc. is the Town's existing/active contractor for CR 2023-001, Printing, Binding, and/or Mailing Services; and

WHEREAS, the scope of work for the Request for Proposal consists of providing printing, binding and/or mailing services for the Town's Town Times newsletter, Recreation Connection newsletter, Water Quality Report, Hurricane Guide, Passport to Jupiter and miscellaneous brochures and rack cards; and

WHEREAS, the existing Contract allows for five (5) one (1) year contract renewals with Southeastern Printing; and

WHEREAS, the Town Council has determined that Southeastern Printing is qualified to continue to provide the services sought by the Town pursuant to the Contract renewal clause; and

WHEREAS, the Town Council has determined that it should renew the unit price contract via Supplemental Agreement No. 1 in the estimated amount of \$82,877 with Southeastern Printing; and

WHEREAS, there are sufficient funds in the current fiscal year operating budget in order to fund a portion of the Contract through the end of fiscal year 2024, with the remaining portion of the Contract to be funded in fiscal year 2025.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the unit price contract with Southeastern Printing Co., Inc.

Section 3. This Resolution shall take effect immediately upon its execution.

04/02/2024



QUOTATION

950 SE 8th Street Hialeah, FL 33010
 Phone 305.885.8707
 Fax 305.888.9903
 seprint.com

Estimate: 35319 Effective Date: 3/18/2024

Client ID: 1491

Town of Jupiter
 210 Military Trail
 Jupiter FL 33458
 Phone: 561-746-5134
 Rep: Eric Ellison 86b
 erice@seprint.com

Town Quarterly Newsletter with Recreation Quarterly Newsletter insert

Town 17 x 22 flat, 8.5 x 3.667 folded

Quantity: 28,444
 Flat Size: 17 x 22 Finished Size: 8.5 x 3.667
 Ink: 4 / 4 (CP/CP)
 Paper: 50# White offset text

Finishing: Fold
 Packaging: Box and Deliver to Client

Mailing in #10 Regular Env

Quantity: 7,944
 Finishing: Sort, Tie & Tray, DP, Cass & Presort and NCOA

#10 Regular Envelope

Quantity: 7,944
 Flat Size: 17 x 22 Finished Size: 8.5 x 3.667
 Ink: 1 / 0 (BLK) and Customization - 1 x 0
 Paper: #10 / 24 White wove Regular Envelopes

Recreation 17 x 22 flat, 8.5 x 3.667 folded

Quantity: 28,444
 Flat Size: 17 x 22 Finished Size: 8.5 x 3.667
 Ink: 4 / 4 (CP/CP)
 Paper: 50# White offset text

Finishing: Fold
 Packaging: Box and Deliver to Client

Approx. additional freight charge 19500 each of 2 bulk ship to 33913 = \$384.00

7944 of each direct mailed together in #10 regular env - additional charge to deliver mail to Miami Post Office = \$60.00

1000 each of 2 to 33458 (FOB Jupiter- freight included)

Quantity (circle one)	56,888	UNIT COST 0.23646
Price (Option 1)	\$13,452	

Estimate: 35320 Effective Date: 3/18/2024

Client ID: 1491

Town of Jupiter
210 Military Trail
Jupiter FL 33458
Phone: 561-746-5134
Rep: Eric Ellison 86b
erice@seprint.com

2023 Annual Water Quality Report

Sheet 11 x 17 flat, 8.5 x 3.667 folded

Quantity: 30,000
Flat Size: 17 x 11 Finished Size: 8.5 x 3.667
Ink: 4 / 4 (CP/CP)
Paper: 50# White offset text

Finishing: Fold
Packaging: Box

Mailing

Quantity: 7,934
Flat Size: 17 x 11 Finished Size: 8.5 x 3.667

Finishing: Sort, Tie & Tray, DP, Cass & Presort and NCOA

#10 Envelope

Quantity: 7,934
Flat Size: 17 x 11 Finished Size: 8.5 x 3.667
Ink: 1 / 0 (BLK) and Customization - 1 x 0
Paper: #10/24# WW Envelope

Additional price to bulk ship 21500 to 33913 = \$367.00
Additional price for direct mail "shipping" (delivery to Miami post office) = \$62.00
Additional price to ship 566 to Town of Jupiter = \$28.00
Postage is additional

Quantity (circle one)	30,000	UNIT COST 0.16676
Price (Option 1)	\$5,003	

PRICES REMAIN IN EFFECT FOR 30 DAYS

Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order

Variable data is quoted based on the information available at the time of quotation. In the event that the data received is more complex, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the complexity of the data received.

Digital Web quotes are prepared based on an estimated ink coverage. In the event, files provided differ from the quoted ink coverage, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the actual ink coverage

Client ID: 1491

Town of Jupiter
 210 Military Trail
 Jupiter FL 33458
 Phone: 561-746-5134
 Rep: Eric Ellison 86c
 erice@seprint.com

Town of Jupiter Bid Item #4 - Hurricane Guide, Mayor's Letter and Mailing

Mayor's Letter 8.5 x 11 flat, 8.5 x 3.667 folded

Quantity: 27,000
 Flat Size: 8.5 x 11 Finished Size: 8.5 x 3.667
 Ink: 4 / 0 (CP)
 Paper: 60# Sunshine Opaque White offset text

Finishing: Fold

Mailing #10 - 4.125 x 9.5

Quantity: 7,934
 Flat Size: 8.5 x 11 Finished Size: 8.5 x 3.667

Finishing: Sort, Tie & Tray, DP, Cass & Presort and NCOA

#10 Envelope 4.125 x 9.5

Quantity: 7,934
 Flat Size: 8.5 x 11 Finished Size: 8.5 x 3.667
 Ink: 1 / 0 (BLK) and Customization - 1 x 0
 Paper: #10/24# White wove regular envelopes

Hurricane Guide 11 x 17 flat, 8.5 x 3.667 folded

Quantity: 27,500
 Flat Size: 8.5 x 11 Finished Size: 8.5 x 3.667
 Ink: 4 / 4 (CP/CP)
 Paper: 50# Sunshine Opaque White offset text

Finishing: Fold

Packaging: Box and Deliver to Client

Additional price to bulk ship 19000 Guides and Letters to 33913 = \$491.00
 Additional price for direct mail "shipping" (delivery to post office) = \$62.00

Quantity (circle one)	27,500	UNIT COST 0.24487
Price (Option 1)	\$6,734	

Client ID: 1491

Town of Jupiter
 210 Military Trail
 Jupiter FL 33458
 Phone: 561-746-5134
 Rep: Eric Ellison 86d
 erice@seprint.com

Jupiter Jubilee Rack Card

Sheet 3.75 x 8.5

Quantity: 27,500
 Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5
 Ink: 4 / 4 (CP/CP)
 Paper: 80# White Matte Cover

Packaging: Box and Deliver to Client

Mailing

Quantity: 7,945
 Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5

Finishing: Sort, Tie & Tray, DP, Cass & Presort and NCOA

#10 Envelope

Quantity: 7,945
 Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5
 Ink: 1 / 0 (BLK) and Customization - 1 x 0
 Paper: #10/24# WW Regular Envelopes

Additional price to bulk ship balance to 33913 = \$190.00
 Additional price for direct mail "shipping" (delivery to post office) = \$62.00

Quantity (circle one)	27,500	UNIT COST 0.11501
Price (Option 1)	\$3,163	

PRICES REMAIN IN EFFECT FOR 30 DAYS

Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order

Variable data is quoted based on the information available at the time of quotation. In the event that the data received is more complex, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the complexity of the data received.

Digital Web quotes are prepared based on an estimated ink coverage. In the event, files provided differ from the quoted ink coverage, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the actual ink coverage

Client ID: 1491

Town of Jupiter
 210 Military Trail
 Jupiter FL 33458
 Phone: 561-746-5134
 Rep: Eric Ellison 86f
 erice@seprint.com

Town of Jupiter Bid Item #8 - Passport to Jupiter

Bound 5.5 x 8.540 pages plus Cover

Quantity: 2,000

Flat Size: 11 x 8.5 Finished Size: 5.5 x 8.5

Ink

Bound 5.5 x 8.5 -

Cover - 4 / 4 (CP/CP)

Text - 4 / 4 (CP/CP)

Stock

Cover - 100# Gloss Cover

Text - 70# Gloss text

Finishing

Cover - Diecut, score, fold/glue pocket

Bound 5.5 x 8.5 - Stuff Pockets with Insert Collate and Insert 5 sticker sheets into pocket and Saddle Stitch Binding

Packaging

Box and Deliver to Client

Sticker sheets 4.4 x 7

Quantity: 10,000

5 versions of 2000each

Flat Size: 11 x 8.5 Finished Size: 5.5 x 8.5

Ink: 4 / 0 (CP)

Paper: 60# Matte litho label

Finishing: Kisscut sticker sheets with 15 1" diameter circles

Quantity (circle one)	2,000	UNIT COST 5.5625
Price (Option 1)	\$11,125	

PRICES REMAIN IN EFFECT FOR 30 DAYS

Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order

Variable data is quoted based on the information available at the time of quotation. In the event that the data received is more complex, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the complexity of the data received.

Digital Web quotes are prepared based on an estimated ink coverage. In the event, files provided differ from the quoted ink coverage, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the actual ink coverage

Client ID: 1491

Town of Jupiter
 210 Military Trail
 Jupiter FL 33458
 Phone: 561-746-5134
 Rep: Eric Ellison 86f
 erice@seprint.com

Town of Jupiter Bid Item #6 - Miscellaneous Rack Card

Sheet 3.75 x 8.5

Quantity: 27,500
 Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5
 Ink: 4 / 4 (CP/CP)
 Paper: 50# White Opaque Text

Packaging: Box and Deliver to Client

Mailing

Quantity: 7,500
 Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5

Finishing: Sort, Tie & Tray, DP, Cass & Presort and NCOA

#10 Envelope

Quantity: 7,500
 Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5
 Ink: 1 / 0 (BLK) and Customization - 1 x 0
 Paper: #10/24# WW Envelope

Additional price to bulk ship 19500 to 33913 = \$66.00
 Additional price for direct mail "shipping" (delivery to post office) = \$62.00

Quantity (circle one)	27,500	
Price (Option 1)	\$2,638	UNIT COST 0.095927

PRICES REMAIN IN EFFECT FOR 30 DAYS

Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order

Variable data is quoted based on the information available at the time of quotation. In the event that the data received is more complex, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the complexity of the data received.

Digital Web quotes are prepared based on an estimated ink coverage. In the event, files provided differ from the quoted ink coverage, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the actual ink coverage

Estimate: 35342 Effective Date: 3/18/2024

Client ID: 1491

Town of Jupiter
210 Military Trail
Jupiter FL 33458
Phone: 561-746-5134
Rep: Eric Ellison 86g
erice@seprint.com

Town of Jupiter Bid Item #7 - Miscellaneous Tri-fold Brochure

Quantity: 500
Flat Size: 11 x 8.5 Finished Size: 3.75 x 8.5
Ink: 4 / 4 (CP/CP)
Paper: 80# White Matte Cover

Finishing: Fold
Packaging: Box and Deliver to Client

Quantity	500	UNIT COST 0.812
Price	\$406	

PRICES REMAIN IN EFFECT FOR 30 DAYS

Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order

Variable data is quoted based on the information available at the time of quotation. In the event that the data received is more complex, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the complexity of the data received.

Digital Web quotes are prepared based on an estimated ink coverage. In the event, files provided differ from the quoted ink coverage, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the actual ink coverage

Thank you for the opportunity to provide you with this estimate. We look forward to exceeding your expectations.

Standard minimum turn time is 6 business days from proof approval. Additional charges may occur if an accelerated schedule is requested. This quotation is subject to the terms and conditions in our terms of sale set forth here, and which are, by reference, made a part hereof. Prices quoted are based on details furnished to our estimating department and are subject to revision if, upon receipt of copy it is determined that the material deviates from original specifications. Any such price revision will be confirmed before the order is processed. We reserve the right to reject any order upon receipt without liability on our part. **All orders are subject to underruns or overruns of up to 10 percent. The deficiency or excess will be credited or charged proportionally.**

Payment Terms: Net Due on Receipt

Please Initial: _____ The item(s) ordered are for resale and not subject to sales tax.
 _____ The item(s) ordered are for internal use. Please charge sales tax.

Please read, sign and return to place your order:

Signature

Print Name

Title / Date

Attachment 3

1ST AMENDMENT TO THE AGREEMENT WITH SOUTHEASTERN PRINTING COMPANY, INC.

This 1ST Amendment to the Contract by and between the Town of Jupiter, a municipal corporation of the State of Florida, (Town) and Southeastern Printing Company, Inc. (Southeastern Printing) is made on this 2nd day of April, 2024.

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town and Southeastern Printing entered into a one year agreement for Printing, Binding and/or Mail Services (assigned Contract No.: CR 2023-001), dated March 9, 2023; and

WHEREAS, the agreement authorizes up to five additional one-year terms, beginning upon the expiration of the initial term; and

WHEREAS, the Town Council has elected to renew the Contract for a period of one year, the term expiring on April 1, 2025.

NOW THEREFORE, the Town and Southeastern Printing in consideration of the benefits flowing from each to the other do hereby agree to this amendment to the Agreement:

Section 1. The recitals set forth hereinabove are incorporated herein.

Section 2. The Term of the agreement is hereby amended as follows:

1. The term of the Contract shall be extended from April 2, 2024, terminating on April 1, 2025.
2. The quantities shall be paid at the unit prices stated on the attached sheets, which are attached hereto and incorporated herein.
3. This amendment shall not alter or change in any manner the force and effect of the original Contract No. CR 2023-001 Printing, Binding, and/or Mailing Services, except insofar as the same is altered and amended herein.
4. The Town and the Southeastern Printing agree that the contract time adjustment and the payment of unit prices constitute all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth herein.

Original Unit Price Contract Estimated Amount	\$79,429
Renewal Adjustment No. 1 Estimated Amount	<u>\$ 3,448</u>
Revised Estimated Contract Amount	\$82,877

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on this ____ day of _____, 2024.

ATTESTED BY:

TOWN OF JUPITER

Laura Cahill, Town Clerk

Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

SOUTHEASTERN PRINTING
COMPANY, INC.

By: _____

Print Name: _____

TOWN OF JUPITER

Resolution 46-24, Accepting a Grant Agreement with the Florida Department of Environmental Protection Grant to complete a Town-wide comprehensive Vulnerability Assessment for an amount of \$259,838.



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 46-24, Accepting a Grant Agreement with the Florida Department of Environmental Protection to complete a Town-wide, comprehensive Vulnerability Assessment (W2331)

EXECUTIVE SUMMARY

Resolution 46-24 provides for entering into a cost-reimbursement grant agreement, in the amount of \$259,838, with the Florida Department of Environmental Protection (FDEP) for a Town-wide, comprehensive flood Vulnerability Assessment pursuant to Section 380.093 of the Florida Statutes.

Through the Resilient Florida Program, FDEP provides funding assistance to eligible entities to model, analyze, and identify flooding vulnerabilities associated with impacts from increased frequency and duration of rainfall events and sea level rise. Agencies must complete a Vulnerability Assessment in strict conformance with the requirements in State Statutes, and demonstrate flooding risks to critical infrastructure and assets as part of the program. Once the Vulnerability Assessment is complete and accepted by the FDEP, additional grant funding opportunities to implement adaptation and mitigation strategies recommended by the Vulnerability Assessment should become available to the Town.

In March 2023, the Town Council authorized a \$259,838 appropriation from the Stormwater Enterprise Fund to prepare a Resilient Florida Program Planning grant application, which was later submitted to the FDEP in August 2023. The Town was notified by the FDEP in December 2023 that it's application was awarded 2023-2024 Resilient Florida Program Planning Grant funding. Hazen & Sawyer, one of the Utility's professional engineering consultants, assisted with preparation of the grant application and will conduct the intensive research, modeling, and analysis necessary to comply with the grant requirements. It is anticipated that the Vulnerability Assessment study will take approximately one year to complete, from the date of execution of the grant agreement by the FDEP.

In order to proceed with acceptance of the appropriated grant funding from the State, the FDEP and the Town must execute the attached, proposed grant agreement for which Town Council approval is requested.

ANALYSIS

In 2023, the Town Council approved a work order to Hazen and Sawyer for \$259,838 funded from the Stormwater Enterprise Fund, to perform a Town-wide Vulnerability Assessment, in

accordance with the FDEP's Resilient Florida Planning Grant Program. Following an application for funding in August 2023, the Town of Jupiter was selected as a recipient to receive grant funds for the Fiscal Year 2023-2024 grant program. The Town Council's acceptance of the attached grant agreement between the FDEP and the Town of Jupiter will provide for cost-reimbursement of the full amount (\$259,838) required to complete the Town-wide comprehensive Vulnerability Assessment. To date, \$3,200 has been expended on the grant application and a balance of \$256,638 remains in Hazen's work order to complete the required modeling, analysis, report, and other grant requirements. A duration of one year, from execution of the grant agreement with the FDEP is expected to be required to complete the Vulnerability Assessment.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 46-24
2. Proposed Grant Agreement 24PLN04 between FDEP and the Town of Jupiter for the Town of Jupiter Comprehensive Vulnerability Assessment

FUNDING SOURCE

X	Approved in Budget	\$256,638	Source: PO#20232354, Stormwater Utility Enterprise Fund (Acct. 41050038-531000)
	Additional Funding Requested	\$ N/A	Source:

For more information or to request attachments, please contact Brittany George at Brittanyg@jupiter.fl.us and/or 561-741-2261.

RESOLUTION 46-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND THE TOWN OF JUPITER TO COMPLETE A TOWN-WIDE, COMPREHENSIVE VULNERABILITY ASSESSMENT

WHEREAS, the State of Florida's Department of Environmental Protection (FDEP) provides grants through the Resilient Florida Program to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation to address the impacts of flooding and sea level rise the state faces; and

WHEREAS, the Town of Jupiter applied for grant funding from FDEP for the Resilient Florida Program; and

WHEREAS, the Town of Jupiter's was deemed eligible, by FDEP to receive funding from the Fiscal Year 2023-2024 Resilient Florida Program Planning Grant Awards to complete a Town-wide Vulnerability Assessment (VA) in accordance with Florida Statute 380.093; and

WHEREAS, the VA will identify critical and significant assets of the Town that are vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise; and

WHEREAS, appropriated funding from the State will occur by executing a cost-reimbursement grant agreement, between FDEP and the Town of Jupiter in the amount of \$259,838, for the Town of Jupiter Comprehensive Vulnerability Assessment project.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF JUPITER, FLORIDA:**

Section 1. The Town Council of the Town of Jupiter, Florida deems that it is in the best interest of the Town to accept the Resilient Florida Program grant funding from FDEP.

Section 2. The Mayor is authorized and directed to execute said grant agreement on behalf of the Town.

Section 3. This Resolution shall take effect immediately upon its execution.

4/16/2024

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

24PLN04

☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Jupiter	GRANTEE
Grantee Name	
By	
(Authorized Signature)	Date Signed

Jim Kuretski, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection	DEPARTMENT
By	
Secretary or Designee	Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Maxwell Farfan

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

Attachment 1

3 of 13

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

Attachment 1

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37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN04**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Jupiter Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Attachment 2

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Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN04**

ATTACHMENT 3

PROJECT TITLE: Town of Jupiter Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the Town of Jupiter within Palm Beach County, Florida.

PROJECT DESCRIPTION:

The Town of Jupiter (Grantee) will complete the Town of Jupiter Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include a public presentation to share the findings of the final VA and recommendations with the Grantee's local governing board.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a

VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and

- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to

address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$6,956	\$0	\$6,956	7/1/2023	7/31/2024
3	Acquire Background Data	Contractual Services	\$48,421	\$0	\$48,421	7/1/2023	11/30/2024
4	Exposure Analysis	Contractual Services	\$117,942	\$0	\$117,942	7/1/2023	3/31/2025
5	Sensitivity Analysis	Contractual Services	\$46,782	\$0	\$46,782	7/1/2023	6/30/2025
6	Identify Focus Areas	Contractual Services	\$13,784	\$0	\$13,784	7/1/2023	7/31/2025
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$15,180	\$0	\$15,180	7/1/2023	8/31/2025
8	Public Presentation	Contractual Services	\$10,773	\$0	\$10,773	7/1/2023	3/31/2026
Total:			\$259,838	\$0	\$259,838		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs	\$259,838.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$259,838.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project’s completion date.
8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 24PLN04

TOWN OF JUPITER COMPREHENSIVE VULNERABILITY ASSESSMENT

Town of Jupiter

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 24PLN04

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 24PLN04

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN04

Project Title: Town of Jupiter Comprehensive Vulnerability Assessment

Grantee: Town of Jupiter

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: 24PLN04

Project Title: Town of Jupiter Comprehensive Vulnerability Assessment

Grantee: Town of Jupiter

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. <i>(if applicable)</i> ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. (if applicable)	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. (to the extent practicable)	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (check one, if applicable) ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. (if applicable)	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. (optional, but must provide additional detail if included)	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. (to the extent practicable but <u>required if item e is noncoastal</u>)	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. (if applicable)	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. (required if item e is noncoastal)	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. (to the extent practicable)	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☒	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. (if checked, provide Department approval).	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

24PLN04	Town of Jupiter

I certify that, to the Grantee’s knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

TOWN OF JUPITER
RENEWAL OF EPW 2022-33 MISCELLANEOUS CONCRETE



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 50-24 for the Renewal of Contract EPW 2022-33, Miscellaneous Concrete with Sunshine Land Design, Inc. in an amount not to exceed \$126,061.53.

EXECUTIVE SUMMARY

Town staff is providing Resolution 50-24 for consideration by Town Council for renewal of Contract EPW 2022-33, Miscellaneous Concrete to Sunshine Land Design, Inc. (Sunshine Land Design) in an amount not to exceed \$126,061.53.

The scope of work for this project consists of concrete sidewalk construction that includes but is not limited to concrete sidewalk removal and replacement, concrete curb removal and replacement, ADA detectable warnings installation, and miscellaneous work in other areas as identified by the Engineer in the Town of Jupiter. The funds for this Community Investment Program (CIP) project were last budgeted for construction in fiscal year 2022. For reference, this is a legacy CIP project which was a part of an ongoing program that modified non-compliant sidewalk, in addition to replacing deteriorated sidewalk. This Contract is only used on an as-needed basis to perform sidewalk replacement and construction.

On November 15, 2022, Town Council authorized the award of Contract EPW 2022-33, Miscellaneous Concrete with Sunshine Land Design. in an amount not to exceed \$122,364.00. The Contract terms allow for two additional, one-year renewals, subject to satisfactory performance and mutual agreement.

ANALYSIS

Town staff is providing Supplemental Agreement No. 1 for the Town Council's approval. Supplemental Agreement No. 1 is the first renewal with Sunshine Land Design, for an additional one-year term. The current contract adjustment of 3.15% is based on the February 2024 CPI-U values published on March 12, 2024 by the Bureau of Labor Statistics U.S. Department of Labor.

Sunshine Land Design has provided a Letter of Intent to renew the Contract; please see attached. Sunshine Land Design's performance has been satisfactory and they have been very responsive to the Engineering Division.

In the event the Town Council approves Resolution 50-24, the Director of Engineering and Public Works will be directed to execute Supplemental Agreement No. 1, for the renewal of

Contract EPW 2022-33, Miscellaneous Concrete, on its behalf. See attached Draft Contract Supplemental Agreement #1.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Resolution 50-24
2. Letter of Intent to Renew
3. Draft Contract Supplemental Agreement #1

FUNDING SOURCE

X	Approved in Budget	\$155,504.00	Sources: Neighborhood Sidewalks – 31031041-553004- E1002
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For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us or 561-741-2467.

RESOLUTION NO. 50-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE RENEWAL OF CONTRACT EPW 2022-33, MISCELLANEOUS CONCRETE WITH SUNSHINE LAND DESIGN, INC. IN AN AMOUNT NOT TO EXCEED \$126,061.53 AND TO AUTHORIZE THE DIRECTOR OF ENGINEERING AND PUBLIC WORKS TO EXECUTE THE CONTRACT ON ITS BEHALF

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, Sunshine Land Design, Inc. is the Town's existing/active contractor for EPW 2022-33, Miscellaneous Concrete; and

WHEREAS, the scope of work for this project consists of concrete sidewalk construction that includes but is not limited to concrete sidewalk removal and replacement, concrete curb removal and replacement, ADA detectable warnings installation, and miscellaneous work in other areas as identified by the Engineer in the Town of Jupiter; and

WHEREAS, the Town Council has determined that Sunshine Land Design, Inc. is qualified to continue to provide the services sought by the Town pursuant to the Contract renewal clause; and

WHEREAS, the Town Council has determined that it should renew the Contract via Supplemental Agreement No. 1 in an amount Not to Exceed \$126,061.53 with Sunshine Land Design, Inc.; and

WHEREAS, the Town has sufficient funds in its CIP budget available for the funding the Project an additional fiscal year.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Director of Engineering and Public Works is hereby directed to execute Supplemental Agreement No. 1 to Contract EPW 2022-33, Miscellaneous Concrete to Sunshine Land Design, Inc. in an amount not to exceed \$126,061.53 on Town Council's behalf.

Section 3. This Resolution shall take effect immediately upon its execution.



3291 SE Lionel Terrace, Stuart, Florida 34997

Town of Jupiter
Scott W. Isberner, P.E.
210 Military Trail
Jupiter, Florida 33458

Via Email scotti@jupiter.fl.us

RE: Miscellaneous Concrete EPW 2022-33

Dear Mr. Isberner,

Please accept this letter as our Notice of Intent to renew the named contract,
subject to the adjustment of unit prices based on the CPI-U.

Respectfully,

Margaret Fenton, Vice President

**TOWN OF JUPITER
CONTRACT CONTINGENCY SUPPLEMENTAL AGREEMENT NO. 1**

Contract No: EPW 2022-33

Date: April 16, 2024

This agreement entered into on, April 16, 2024, such an agreement to be effective on the last date of execution by a party hereto, by and between the Town of Jupiter (Town) and Sunshine Land Design, Inc. (Contractor) and "Surety", the same being supplementary to Contract by and between the parties aforesaid, dated December 2, 2022, for the construction or improvement of Miscellaneous Concrete, assigned the contract number shown above, in Jupiter, Florida.

1. Renew the Contract Term (First Renewal) for an additional 365 calendar days and adjust total Contract amount and unit prices in accordance with the Consumer Price Index for All Urban Consumers; see Exhibit 1.
2. The quantities to be paid shall be determined as provided in the Contract Documents. The quantities so determined shall be paid at the unit price stated on the attached sheets.
3. It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No., including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.
4. The Town and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted time this Agreement days: **Three Hundred Sixty-Five (365) Days**

Original Contract Amount	\$122,364.00
Renewal Adjustment – Supplemental Agreement No. 1	<u>\$ 3,697.53</u>
Revised Contract Amount	\$126,061.53

Approved By:

Date:_____

Contractor

Printed Name:_____

Approved By:

Date:_____

Town of Jupiter

Printed Name:_____

Exhibit 1

1. The original Contract term was three hundred sixty-six (366) calendar days. The notice to proceed for the first work order was issued for May 6, 2023, with the termination date of being May 5, 2024. In accordance with Subarticle 19.3 of the Instruction to Bidders, the Town may renew the Contract Term for an additional year (365 calendar days), commencing on May 6, 2024 and terminating on May 5, 2025.
2. As a result of a request by the Contractor, the Town shall adjust total Contract amount and increase the Contract unit prices by 3.15%. The Contract Unit Prices shall be adjusted by a rate of 3.15% in accordance with the U.S. Bureau of Labor Statistic's Consumer Price Index for All Urban Consumers as per the renewal clause of the Contract; see adjusted Contract value and unit prices in tables below. The Indemnification and Contingency unit prices shall remain the same.

Adjusted Unit Price Amount

Item	Description	Unit	Original Contract Unit Price	Adjusted Unit Price (CPI-U - 3.15%)
001	Indemnification	LS	\$100.00	\$100.00
110-4	Removal and Disposal of Concrete (up to 6" thick)	SY	\$40.32	\$41.59
110-4A	Removal and Disposal of Roadway Asphalt and Base (up to 6" thick)	SY	\$40.32	\$41.59
110-8	Removal and Disposal of Existing Curb ("F", "D", Header and Valley)	LF	\$20.16	\$20.80
286-2	Turnout Construction (Concrete 6")	SY	\$95.20	\$98.20
425-6	Adjust Valve Boxes	SY	\$224.00	\$231.06
520-1	Concrete Curb & Gutter Type F	EA	\$44.80	\$46.21
520-2	Concrete Curb Type D	LF	\$39.20	\$40.44
520-3	Concrete Valley Gutter	LF	\$42.56	\$43.90
520-5A	Concrete Curb Placement and Finish Only	LF	\$22.40	\$23.11
520-12	Concrete Header Curb (8' x 12")	LF	\$20.16	\$20.80
522-5.5	Concrete Sidewalk 5.5"	SY	\$98.56	\$101.67
522-5.5A	Concrete Flatwork Placement and Finish Only	SY	\$53.76	\$55.46
527-1	Detectable Warnings on Walking Surfaces (Black)	SF	\$42.56	\$43.90
1000-1	Contingency	LS	\$5,000.00	\$5,000.00

Adjusted Total Contract Value

Description	Contract Amount	
	Original Term (May 5, 2023 - May 5, 2024)	First Renewal (May 6, 2024 – May 5, 2025)
Original Contract Amount	\$122,364.00	\$122,364.00
CPI-U All Urban, 3.15%	n/a	\$3,697.53
Total	\$122,364.00	\$126,061.53

TOWN OF JUPITER
Approving Contract Award to Ferraro Emergency Medical Services, PLLC for Medical Director of Fire and Emergency Rescue



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Approval of Contract Award to Ferraro Emergency Medical Services, PLLC (Ferraro) for Medical Director of Fire and Emergency Rescue for \$149,200 for the initial 3-year term

EXECUTIVE SUMMARY

Town staff seeks Town Council authorization for the Town Manager to execute a contract with Ferraro Emergency Medical Services, PLLC (Ferraro) for Medical Director of Fire and Emergency Rescue.

Section 401.265, Florida Statutes, requires that each advanced life-support emergency medical service agency must employ or contract with a Medical Director. A Request for Proposal (RFP FR 2024-001) was issued by the Town on February 28, 2024. The RFP was distributed through the DemandStar network and posted on the Town website. Proposals were required to be submitted to the Town on or before March 20, 2024. Two proposals were received and opened. Please see the attached bid tabulation (Attachment 2) and the transmittal letter from Ferraro (Attachment 3). The RFP detailed the following requirements and scoring criteria for evaluating the proposals submitted:

Compliance with Request for Proposal (Mandatory)	N/A
Quality of Response	5
Services to be Provided	50
Qualifications of the Proposer/Expertise	20
Project Understanding	15
References and Price Proposal	5
Recommended Requirements	<u>5</u>
	100

A selection committee, comprised of the Fire Chief, Finance Director and Assistant Finance Director met on March 27, 2024 to discuss and rank the proposals submitted, both of which were found to be responsive. Based on this discussion and evaluation of the two proposals, the committee unanimously ranked Ferraro as the highest ranked firm based on the criteria outlined in the RFP.

Town staff seeks Town Council authorization for the Town Manager to execute the contract with Ferraro for Medical Director services. The initial term of the agreement is 3-years, with two 3-year renewal options as agreed to by the Town and Ferraro. Services will be provided based on the attached Agreement for Medical Director of Fire and Emergency Rescue (Attachment 1).

The annual costs over the initial 3-year term total \$149,200 and are detailed as follows:

- Year 1 - \$45,000
- Year 2 - \$45,000
- Year 3 - \$59,200

ANALYSIS

STRATEGIC PRIORITY

- Safety
- Fiscal Responsibility
- Organizational Excellence

ATTACHMENTS

1. Agreement for Medical Director of Fire and Emergency Rescue
2. Final Bid Tab Ranking of Medical Director
3. Medical Director Transmittal Letter

FUNDING SOURCE

Sources: FY2024 Jupiter Fire Rescue Fund – EMS Cost Center – Other Contractual Services (04534026-534000) \$45,000 FY2024 Budget Amount

For more information or copies of the attachments, please contact Chief Darrel Donatto at darreld@jupiter.fl.us or 561-741-2420.

ATTACHMENT 1

AGREEMENT FOR MEDICAL DIRECTOR OF FIRE AND EMERGENCY RESCUE AGREEMENT NO. FR-2024-001

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of April, 2024 (the "effective date") by and between the Town of Jupiter (the "Town"), a Florida municipal corporation located at 210 Military Trail, Jupiter, Florida 33458 and Ferraro Emergency Medical Services, PLLC (Ferraro) (collectively "the Parties").

WHEREAS, Section 401.265, *Florida Statutes*, requires that each basic life support transportation service or advanced life-support service must employ or contract with a "Medical Director"; and

WHEREAS, the aforementioned statute and Chapter 64J-1 of the Florida Administrative Code set out certain criteria and requirements for said Medical Director; and

WHEREAS, Ferraro provides medical doctors duly authorized and licensed to practice medicine in the state of Florida who are qualified to be a Medical Director of an advanced life-support provider; and

WHEREAS, the Parties are desirous of entering into this Agreement so that Ferraro may provide a Medical Director for the Town's Fire Rescue Department.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions, and undertakings herein contained, and for other good and valuable consideration, the Parties do mutually covenant and agree with each other as follows:

ARTICLE 1. MEDICAL DIRECTOR SERVICES

Ferraro shall serve as the Medical Director of the Town of Jupiter Fire Rescue Department (JFRD). The services provided shall include, but not be limited to, the following:

- a) Serve as a patient advocate in the JFRD's Emergency Medical Services (EMS) system.
- b) Set and ensure compliance with patient care standards including communications standards and medical protocols.
- c) Develop, revise when necessary, and implement protocols and standing orders for basic life support, advanced life support, and health promotion and wellness activities in a nonemergency environment, under which the pre-hospital care providers function. As used in this paragraph, the term "health promotion and wellness" means the provision of public health programs pertaining to the prevention of illness and injury. The protocols and standing orders will also address situations when a patient is not transported to an emergency department and when a patient is transported to a facility other than a hospital as defined in s. 395.002(12).

- d) Develop, revise when necessary, and implement a prehospital emergency dispatch protocol in conjunction with the regional poison control center. The prehospital emergency dispatch protocol shall define toxic substances and describe the procedure by which the designated regional poison control center may be consulted by the licensee. If a call is transferred to the regional poison control center in accordance with the protocol established under this section and s. 395.1027, the regional poison control center shall assume responsibility and liability for the call.
- e) Develop, revise when necessary, and implement standing orders or protocols for an immunization program for use in a nonemergency environment. The program will define the scope of training for paramedics who operate under the medical direction for this program. There must be a written agreement between the medical director and the department or the county health department located in each county in which the paramedic administers immunizations. This agreement must establish the protocols, policies, and procedures under which the paramedic must operate.]
- f) Develop, revise when necessary, and implement standing orders or protocols for paramedics to provide basic life support services and advanced life support services to patients receiving acute and postacute hospital care at home in accordance with 401.272 F.S.
- g) Develop, revise when necessary, and implement Trauma Transport Protocols for submission to the Florida Department of Health and the Palm Beach County Health Care District for approval.
- h) Identify treatment modalities for the inclusion into medical treatment protocols. Develop and implement an agenda for the provision of medical direction.
- i) Evaluate and provide feedback on new or existing EMS technologies for the inclusion into the system.
- j) Ensure the appropriateness of initial qualifications of pre-hospital personnel involved in patient care.
- k) Ensure that the qualifications of pre-hospital personnel involved in patient care are maintained on an ongoing basis through education, testing, accreditation and credentialing. In addition, periodic validation of skill proficiency of personnel and entry level medical training and credentialing of pre-hospital personnel based on local and recognized national standards.
- l) Set and/or approve medical standards for individuals at a higher level of patient care responsibility (e.g. Captains', Lieutenants', or "specialty" paramedics). Alternatively, for all pre-hospital providers, maintain official authority to limit the medical activities of patient care providers for cause secondary to deviation from established clinical standards of practice or by not meeting training standards.
- m) Develop and implement an effective quality improvement program for continuous system and patient care improvement.

- n) Based on review of current pre-hospital and appropriate medical literature and trends, provide a monthly forum for evaluation of possible application and/or inclusion of current therapies.
- o) Attend state of Florida and Palm Beach County Medical Director and EMS subcommittee meetings and provide feedback. Maintain liaison with the medical community including, but not limited to hospitals, emergency departments, physicians, other pre-hospital providers/agencies and nurses. Attend the trauma continuous quality improvement (CQI) meetings and maintain regular contact with emergency department directors. Report to the EMS Division Chief the results of the meetings.
- p) Interact on a continued basis with state, regional and local EMS authorities to ensure standards, needs and requirements are met and resource allocation is optimized.
- q) Support the coordination of activities such as automatic aid, disaster planning and management, hazardous materials response, stroke and cardiac alerts.
- r) Promulgate public education and information on the prevention of emergencies.
- s) Maintain knowledge levels appropriate for an EMS Medical Director through continued education as required in 64J-1 F.A.C.
- t) Provide for a Medical Director "off-line" coverage when unavailable. These arrangements will be made by the Medical Director and made known to the JFRD at least 24 hours in advance.

Further, the Ferraro states, acknowledges, certifies and agrees:

- a) The EMS Medical Director is a Florida licensed physician.
- b) The Medical Director must possess a current registration with the U.S. Department of Justice, Drug Enforcement Administration (DEA) to provide controlled substances to an EMS provider for each address at which controlled substances are stored.
- c) The Medical Director will develop medically correct standing orders or protocols.
- d) The Medical Director will supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for Jupiter Fire Rescue department.
- e) Paramedics or emergency medical technicians shall operate under the medical direction of the Medical Director pursuant to established standing orders or protocols and within the scope of their training when providing basic life support and advanced life support services, and when providing health promotion and wellness activities in a nonemergency environment. As used in this paragraph, the term "health promotion and wellness" means the provision

of public health programs pertaining to the prevention of illness and injury.

- f) The Medical Director will perform duties including advising, consulting, training, counseling, and overseeing of services, including appropriate quality assurance but not including administrative and managerial functions.
- g) If the Medical Director has reasonable belief that conduct by an emergency medical technician or paramedic may constitute one or more grounds for discipline as provided by this part, he or she shall document facts and other information related to the alleged violation.
- h) The Medical Director shall report to the JFRD and to the Florida Department of Health any emergency medical technician or paramedic whom the Medical Director reasonably believes to have acted in a manner which might constitute grounds for disciplinary action under Chapter 401 F.S. or 64J F.A.C.
- i) The Medical Director shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include in addition to the development of protocols and standing orders, direction to personnel of the provider as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency. as that term is defined by section 252.34(4), F.S.
- j) The Medical Director's quality assurance system will include a quality assurance committee that will review the performance of all emergency medical technicians and paramedics operating under their supervision. The quality assurance program will include but not be limited to a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.
- k) The Medical Director will establish and participate in a quality assurance system to include but not be limited to a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.
- l) The Medical Director will ensure and certify that security procedures of the EMS provider for medications, fluids and controlled substances are in compliance with chapters 499 and 893, F.S., and chapter 64J and 61N F.A.C.
- m) The Medical Director will create, authorize and ensure adherence to, detailed written operating procedures regarding all aspects of the handling of medications, fluids and controlled substances by the provider.
- n) The Medical Director will notify the Florida Department of Health in writing of each substitution by the EMS provider of equipment or medication.
- o) The Medical Director shall ensure that all EMTs and paramedics are trained in the use of the trauma scorecard methodologies as provided in Rule 64J-2.004, F.A.C., for adult trauma patients and Rule 64J-2.005, F.A.C., for pediatric trauma patients.

- p) The Medical Director shall participate in direct contact time with EMS field level providers for a minimum of 10 hours per year.

ARTICLE 2. TERM AND TERMINATION

This Agreement shall remain in effect for a period of three (3) years from the effective date unless terminated earlier. At the Town's option, and by agreement of Ferraro, this Agreement may be extended for up to two additional three-year terms.

The Town may terminate this Agreement immediately upon notice to Ferraro based on (a) material failure to perform the obligations and duties required of Ferraro hereunder; (b) violation by the appointed Medical Director of any laws, rules, or regulations of the Town or other applicable governing body; or (c) gross negligence or willful misconduct. Such notice shall be effective on the day it is delivered or mailed. Notwithstanding the foregoing, Ferraro agrees that any appointed Medical Director shall maintain a consistently high skill level at all times during the term of this Agreement.

This Agreement may be terminated at any time by either party, for any or no reason, by serving a 120-day notice on the other party.

In the event of termination, Ferraro shall be compensated for all services actually performed prior to the date of termination.

ARTICLE 3. INSURANCE

Ferraro shall provide and maintain proof of insurance meeting or exceeding the following requirements:

- a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Town shall be endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read Town, including, all Officers, Employees, Elected and Appointed Committees, and Council members are endorsed as an additional insured. Ferraro shall agree the Additional Insured endorsements provide coverage on a primary basis.
- b) Professional Liability or the equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$25,000 the TOWN reserves the right, but not the obligation, to review and request a copy of Ferraro's most recent annual report or audited financial statement. For policies written on a Claims-Made basis, Ferraro warrants the Retroactive Date equals or precedes the effective date of this contract (*Certificate of Insurance shall specify: Retro date- Full prior acts coverage applies*). In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Ferraro shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. Ferraro shall agree this coverage shall be provided on a

primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

- c) Workers' Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with and if required by the laws of the state of Florida. The amount of Employers Liability Insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate. Alternately, provide active Florida Department of Financial Services exemption certificate or other proof of exemption.
- d) Medical Malpractice Liability \$1,000,000 / \$2,000,000

Ferraro shall not commence work under this Agreement until they have obtained all insurance required under this section and have supplied owner with evidence of such coverage in the form of a Certificate of Insurance.

All insurance companies shall be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida.

Medical/Malpractice policies can be on Claims Made forms.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the Town by certified mail.

It is understood between the Parties hereto that Ferraro shall maintain malpractice insurance to adequately cover Ferraro and its physician(s) or its associate(s) for the services to be performed under this Agreement and shall provide a certificate of insurance to the Town prior to the effective date of this Agreement.

The Town reserves the right to require higher limits depending upon the scope of work under this Agreement.

Ferraro agrees to perform the work under the Contract as an independent contractor and not as a sub-contractor, agent, or employee of the Town.

ARTICLE 4. COMPENSATION

As compensation for performing the services contemplated by this Agreement, the Town will pay Ferraro the annual sums shown below:

Year 1:	\$45,000
Year 2:	\$45,000
Year 3:	\$59,200

The total estimated amount for the initial three (3) year term of this Agreement is One Hundred Forty Nine Thousand Two Hundred Dollars (\$149,200).

The Town will pay Ferraro on a monthly basis, upon presentation of a duly authorized invoice, for services that have been provided and accepted by the Town

In accordance with Section 218.74, *Florida Statutes*, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be made to small businesses shall be thirty (30) days from receipt of a proper invoice.

ARTICLE 5. APPOINTMENT OF MEDICAL DIRECTOR

The Town and Ferraro hereby agree to the appointment of Michael L Ferraro, DO, MS, as the Town's Medical Director of Fire and Emergency Rescue to perform the services and duties outlined in the Agreement between the Town and Ferraro.

Ferraro may, at their discretion and with the written consent of the Town, provide the services of an Assistant Medical Director of Fire and Emergency Rescue to perform the services and duties outlined in the Agreement between the Town and Ferraro. The Town's Fire Rescue Chief shall have the right to review and approve the qualifications of any physician appointed to serve as Assistant Medical Director.

ARTICLE 6. NOTICES

Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following addresses:

As to the Town:

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458
Attn: Town Manager

With a copy to:

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458
Attn: Town Clerk

And an email copy to:

Email: darreld@jupiter.fl.us

As to Ferraro:

Michael L Ferraro, DO, MS
1810 NW River Trail
Stuart, FL 34994

And an email copy to:

Email: mferrarodo@yahoo.com

ARTICLE 7. AGREEMENT PROVISIONS

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

This Agreement may not be assigned without the prior written consent of both parties to this Agreement.

if any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Florida without regard to any contrary conflict of laws principle. The venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as both parties to this Agreement have participated in the drafting of the same.

The Parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no court or administrative law tribunal construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

It is hereby understood and agreed that in the event any lawsuit is filed in a court of law, whether, federal or state, to enforce the terms, conditions, and/or obligations set forth in this Agreement or to interpret the same, or if any administrative law proceeding for the same purposes, the Parties shall be responsible for their own attorney's fees and costs, including any fees and costs incurred for any appeals.

This Agreement shall be construed in accordance with the laws of the state of Florida.

The Town and Ferraro agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 7. INDEMNIFICATION

Ferraro recognizes that it is an independent contractor and not an agent or servant of the Town. In the event a claim or lawsuit is brought against the Town, its officers, employees, servants, or agents relating to or arising out of Ferraro's negligent performance under this Agreement, Ferraro hereby agrees to indemnify, save, and hold harmless the Town, its elected and appointed officials, employees, servants, or agents and to defend said persons from any such claims, liabilities, causes of action, and judgments of any type whatsoever.

ARTICLE 8. ACCESS AND AUDITS

Ferraro shall maintain adequate records to justify all charges and costs incurred in providing the services of Medical Director for at least one (1) year after completion of this Agreement. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at Ferraro's place of business.

Notwithstanding the foregoing, the Town will maintain work records of Ferraro in accordance with the requirements of law, including, but not be limited to, invoices for payments to Ferraro, files, and other such materials that are kept at the Town.

ARTICLE 9. COMPLIANCE WITH LAWS

In the performance of the Services, Ferraro shall comply with applicable regulatory requirements, including federal, state, special district, county and town laws, rules, regulations, orders, codes, criteria, and any and all applicable standards.

ARTICLE 10. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed Town programs, contracts, transactions, accounts, and records. The Inspector General ("IG") has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Parties recognize that the IG may, on a random basis, perform audits on all Town agreements.

ARTICLE 11. REQUEST FOR PUBLIC RECORDS

This Agreement is subject to and governed by Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the Parties. Ferraro acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

A request to inspect or copy public records relating to this Agreement shall be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify Ferraro of the request, and Ferraro shall provide the records to the Town or allow the records to be inspected or copied within a reasonable time.

If a Ferraro does not comply with the Town's request for records, the Town shall enforce

the contract provisions in accordance with the Agreement.

If Ferraro fails to provide the public records to the Town within a reasonable time, it may be subject to penalties under Fla. Stat. § 119.10.

IF FERRARO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FERRARO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, townclerk@jupiter.fl.us or by writing to 210 Military Trail, Jupiter, FL 33458.

ARTICLE 12. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If Town is required by Ferraro to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of Ferraro's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 13. FORCE MAJEURE

The Town and Ferraro are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strike or other labor dispute, natural disaster, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances, either party may excuse performance for a longer term. The economic hardship of Ferraro shall not constitute force majeure. The term of this Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

ARTICLE 14. COMPLIANCE AND CONDUCT

Ferraro shall at all times comply with all rules, regulations, and ordinances of the Town and other governmental agencies having jurisdiction. Ferraro shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

ARTICLE 15. E-VERIFY REGISTRATION AND USE CONTRACT LANGUAGE.

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Ferraro shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all Ferraro employees hired on and after January 1, 2021.

Ferraro shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

Ferraro shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

Ferraro shall provide a copy of all subcontractors affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

Ferraro shall provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from Ferraro stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Ferraro shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

ARTICLE 16. INCORPORATION OF ADDITIONAL TERMS AND CONDITIONS:

The Town's RFP No. FR-2024-001 for Medical Director of Fire and Emergency Rescue is attached hereto and incorporated herein as Exhibit A.

IN WITNESS WHEREOF, the Town and Ferraro have executed this Agreement as of the day and year herein above written.

TOWN OF JUPITER, FLORIDA

ATTEST

By: _____
Jim Kuretski, Mayor

By: _____
Laura Cahill, Town Clerk

Date Signed: 04/16/2024

Approved as to form and legal sufficiency:

By: _____
Thomas J. Baird, ESQ

FERRARO EMERGENCY MEDICAL SERVICES, PLLC

By: _____
Name: Michael L Ferraro, DO, MS
Title: Manager / Member

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence, the undersigned Notary Public and for the State of Florida on this ____ day of _____, 2024, by Michael L Ferraro, in his capacity as Manager / Member of Ferraro Emergency Medical Services, PLLC who is personally known to me _____, or has provided _____ as identification.

(SEAL)

Notary Public
Commission Expires _____

EXHIBIT A



— TOWN OF — JUPITER

RFP NO. FR - 2024-001

**MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE**

TOWN OF JUPITER
RFP NO. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE

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TOWN OF JUPITER, FL

Request for Proposals

RFP No. FR 2024-001 MEDICAL DIRECTOR OF FIRE AND EMERGENCY RESCUE

TO ALL INTERESTED PARTIES:

The Town of Jupiter, Florida (“Town”) is actively seeking sealed proposals for Medical Director Services. The primary role of the Medical Director, herein referred to as “Medical Director,” under this contract is to obtain the services of a licensed physician pursuant to Chapter 458, Florida Statutes to serve as the Medical Director pursuant to Chapter 401, Florida Statutes, and Rule Chapter 64E-2, Florida, Administrative Code, to have authority over all clinical and patient care aspects of the Emergency Medical Services in full accordance with the requirements, terms, and conditions contained in this Request for Proposal (“RFP”), and will receive sealed Proposals at the Office of the Town Clerk, Town Hall, 210 Military Trail, Jupiter, Florida 33458, for:

Medical Director of Fire and Emergency Rescue Request for Proposals FR 2024-001

Sealed Proposals must be received and time stamped by the Office of the Town Clerk, either by mail or hand delivery, no later than **2:00 p.m. local time on, March 20, 2024**. A public opening will take place on the same date and time in the Office of the Town Clerk located at Town Hall at 210 Military Trail, Jupiter, FL 33458. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

THE PROPOSER’S ACKNOWLEDGMENT FORM (REFER TO ATTACHMENT A -PROPOSAL RESPONSE FORMS) MUST BE EXECUTED AND SUBMITTED WITH THE PROPOSAL, AND ALL OTHER REQUIRED PROPOSAL DOCUMENTS AND FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE MUST CONTAIN THE ADDRESS STATED HEREIN, THE DATE AND TIME OF THE PROPOSAL OPENING, AND THE RFQ TITLE AND NUMBER.

The responsibility for submitting a Proposal to the Office of the Town Clerk on or before the stated date and time is solely and strictly the responsibility of the Proposer. The Town is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence. Any Proposal received after the time and date specified will be returned to the Proposer unopened.

A copy of the complete RFP package may be obtained from the Town’s online Bid and Quote System located at: <http://www.jupiter.fl.us/programs/demandstar/> or, from the Office of the Fire Chief at Town Hall, at 210 Military Trail, Jupiter, FL 33458. For additional information, please contact: Chief Darrel Donatto, Fire Chief, at 561-741-2420 or darreld@jupiter.fl.us.

The TOWN reserves the right to reject any or all Proposals, to waive any informalities or irregularities and technicalities not involving price, time, or changes in the work, in any Proposal received, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interests of the TOWN.

Publication Date(s): February 28, 2024

TOWN OF JUPITER
RFP No. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE

PART I

PROPOSAL GUIDELINES

1-1 Introduction: The purpose of this Request for Proposals is to obtain the services of a licensed physician(s) pursuant to Chapter 458, Florida Statutes to serve as the Medical Director pursuant to Chapter 401, Florida Statutes, and Rule Chapter 64J-1, Florida, Administrative Code, to have authority over all clinical and patient care aspects of the Emergency Medical Services system for the Town of Jupiter.

1-2 Proposal Submission and Withdrawal: The Town must receive all proposals by **2:00 p.m. EST, March 20, 2024**. The proposals shall be submitted at the following address:

TOWN OF JUPITER
Town Clerk
210 Military Trail
Jupiter, Florida 33458

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP No. FR 2024-001 – MEDICAL DIRECTOR OF Fire and Emergency Rescue**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town Hall at 210 Military Trail, Jupiter, Florida prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 746-5134, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3 Number of Copies: Proposers shall submit **one (1) original, three (3) copies and one (1) electronic copy on flash drive** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4 Development Costs: Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5 Inquiries: Interested Proposers may contact the Town's Fire Chief, Chief Darrel Donatto, Fire Chief, at 561-741-2420 or darreld@jupiter.fl.us.

The Fire Chief will receive written requests for clarification concerning the meaning or interpretations of the RFP, until five (5) days prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves.

No employee of the Town are authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6 Addendum: The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The Town may provide written addenda up to four (4) calendar days before the date fixed for receiving the proposals. Proposers shall contact the Town to ascertain whether any addenda have been issued or review the online RFP on the DemandStar system. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Fire Chief through written communication prior to the opening of the proposals.

1-7 Contract Awards: The Town anticipates entering into an Agreement with the Proposer who submits the proposal judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified Proposer if the successful Proposer does not execute a contract within thirty (30) days after the award of the proposal. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

1-8 Contractual Agreement: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and contractor response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9 Selection Process: The proposals will be evaluated and assigned points; the firm with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible.

The Town reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Town reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10 Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11 News Releases: The Proposer shall obtain the prior written approval of the Town Manager’s Office of all news releases or other publications pertaining to this RFP, the service, or project to which it relates.

1-12 Insurance: The Proposer shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this RFP, insurance coverage’s, limits, including endorsements, as described herein. The requirements contained herein, as well as TOWN’S review or acceptance of insurance maintained by the awarded service provider are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Town of Jupiter shall be endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read Town of Jupiter, including, all Officers, Employees, Elected and Appointed Committees, and Council members are endorsed as an additional insured. The Proposer shall agree the Additional Insured endorsements provide coverage on a primary basis.
- (b) Professional Liability or the equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$25,000 the TOWN reserves the right, but not the obligation, to review and request a copy of the Proposer's most recent annual report or audited financial statement. For policies written on a Claims-Made@ basis, the Proposer warrants the Retroactive Date equals or precedes the effective date of this contract (*Certificate of Insurance shall specify: Retro date- Full prior acts coverage applies*). In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, the Proposer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. The Proposer shall agree this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.
- (c) Workers’ Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with and if required by the laws of the State of Florida. The amount of Employers Liability Insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate.

- (d) Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Proposer shall agree this coverage shall be provided on a primary basis.
- (e) Medical Malpractice Liability \$1,000,000 / \$2,000,000

Neither Proposer nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied owner with evidence of such coverage in the form of a Certificate of Insurance.

All insurance companies shall be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida.

Medical/Malpractice policies can be on Claims Made forms.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the Town by certified mail.

It is understood between the parties hereto that CONTRACTOR shall maintain malpractice insurance to adequately cover CONTRACTOR and its physician(s) or its associate(s) for the services to be performed under this Agreement and shall provide a certificate of insurance to TOWN prior to the effective date of this Agreement.

- (f) The Town reserves the right to require higher limits depending upon the scope of work under this Agreement.
- (g) Proposer agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of the Town.

The Proposer shall agree, by entering into this RFP, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The Waiver of Subrogation provision will not be enforceable if a policy explicitly forbids this endorsement or cancels coverage when entering into such an agreement before a loss occurs.

The TOWN, by and through its Clerk's Office, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the life of this RFP. The TOWN reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the Contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, hold harmless and defend at its sole cost the Town of Jupiter and any other person or entity that becomes a Named Insured, as outlined herein, their respective officers, agents, and employees, against and assume all liability for any and all claims, suites, actions, damages, liabilities, expenditures, or causes of action of any kind arising from the services authorized in this Agreement and resulting or occurring from any alleged negligence, act, omission or error of the Proposer, its agents or employees and/or arising from the failure of the Proposer, its agents, or employees to comply with each and every requirement of this Agreement or with any Town, county, state, or federal law or regulation applicable to the service provided resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this Agreement.

Insurance coverage required by this Request for Proposals shall be in force throughout the Agreement term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the Town shall have the right to consider the Agreement breached and shall have the right to immediately terminate the Agreement.

1-13 Licenses: Proposers, both corporate and individual must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-14 Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15 Drug-Free Workplace: All proposers must sign and comply with the drug free work place

form attached.

1-16 Rights and Privileges: Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the Town. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1-17 Cone of Silence: The Proposer is advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a Proposer or anyone representing the Proposer from communicating with any member of the Town Council, the Town Manager and his employees. Proposer may only communicate with the Town in writing in accordance with paragraph 1-5, above. This "Cone of Silence" is in effect from the date/time of the deadline for submission of the RFP, and terminates at the time that the Town Council approves a contract, or rejects all proposals. Violations of the "Cone of Silence" shall disqualify any Proposer.

1-18 Code of Ethics: The award is subject to the ethical provisions of State of Florida Statutes (Chapter 112, Part III), Palm Beach County, and the Town. All Proposers shall disclose with their Proposal the name of any officer, director, or agent who is also a Town employee. Further, all Proposers shall disclose the name of any Town employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches.

The Proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the Proposer and its subcontractors and lower tier subcontractors. The Proposer understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach County Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

1-19 E-Verify Registration and Use:

- Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- Subcontractors
 - Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

- Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.
- Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

1-20 Lobbying Prohibited: Proposers are not to contact or lobby any Town personnel related or involved with this RFP. All written inquiries are to be directed to the Chief Darrel Donatto as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

1-21 Equal Opportunity Requirements: It is the policy of the Town to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs. It is the policy of the Town to prohibit discrimination on the basis of race, color, creed, religion, sex, national origin, age, physical disability, mental disability, history of physical or mental disability, marital status, familial status, veteran status, sexual orientation, the presence of a non-job related medical condition, or any form of unlawful discrimination.

1-22 Disclosure and Disclaimer: Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely

exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The Town, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

1-23 Proposal Contents: All material submitted becomes the property of the Town of Jupiter. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

TOWN OF JUPITER
RFP No. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE

PART II

NATURE OF SERVICES REQUIRED AND PROPOSAL REQUIREMENTS

2-1 PURPOSE AND SCOPE OF WORK

The Town of Jupiter, Florida is located in Palm Beach County.

The purpose of this Request for Proposals is to obtain the services of a licensed physician(s) pursuant to Chapter 458, Florida Statutes to serve as the Medical Director pursuant to Chapter 401, Florida Statutes, and Rule Chapter 64J-1, Florida, Administrative Code, to have authority over all clinical and patient care aspects of the Emergency Medical Services system for the Town of Jupiter. The Town is seeking a contract for an initial term of three (3) years, with two (2) additional three-year renewal terms based upon satisfactory performance and mutual agreement of both parties. The Town of Jupiter provides Basic Life Support (BLS) and Advanced Life Support (ALS) services to the citizens and visitors of Jupiter. Annual transports are estimated to exceed 6,500 per year with an approximate total of 12,000 emergency responses per year.

The Town reserves the right to accept or reject any or all proposals for any reason it finds to be in the best interest of the Town.

2-2 SERVICES TO BE PROVIDED

The Medical Director shall perform duties including advising, consulting, training, counseling and overseeing services, which will include administrative and management functions. In order to optimize medical direction of Jupiter Fire-Rescue Emergency Medical Services, the physician(s) functioning as Medical Director will at a minimum:

1. Serve as a patient advocate in the Town of Jupiter EMS system.
2. Set and ensure compliance with patient care standards including communications standards and medical protocols.
3. Develop and implement protocols and standing orders under which the pre-hospital care provider functions.
4. Identify treatment modalities for the inclusion into medical treatment protocols. Develop and implement an agenda for the provision of current medical direction.
5. Evaluate and provide feedback on new or existing EMS technologies for the inclusion into the

system.

6. Ensure the appropriateness of initial qualifications of pre-hospital personnel involved in patient care.
7. Ensure that the qualifications of pre-hospital personnel involved in patient care are maintained on an ongoing basis through education, testing, accreditation and credentialing. In addition, periodic validation of skill proficiency of personnel and entry level medical training and credentialing of pre-hospital personnel based on local and recognized national standards.
8. Set and/or approve medical standards for individuals at a higher level of patient care responsibility (e.g. Captains', Lieutenants', or "specialty" paramedics). Alternatively, for all pre-hospital providers, maintain official authority to limit the medical activities of patient care providers for cause secondary to deviation from established clinical standards of practice or by not meeting training standards.
9. Develop and implement an effective quality improvement program for continuous system and patient care improvement.
10. Based on review of current pre-hospital and appropriate medical literature and trends, provide a monthly forum for evaluation of possible application and/or inclusion of current therapies.
11. Attend Medical Director/EMS subcommittee meetings and provide feedback. Maintain liaison with the medical community including, but not limited to hospitals, emergency departments, physicians, other pre-hospital providers/agencies and nurses. Attend the trauma continuous quality improvement (CQI) meetings and maintain regular contact with ED directors. Report to the EMS Division Chief the results of the meetings.
12. Interact on a continued basis with state, regional and local EMS authorities to ensure standards, needs and requirements are met and resource allocation is optimized.
13. Support the coordination of activities such as automatic aid, disaster planning and management, hazardous materials response, stroke and cardiac alerts.
14. Promulgate public education and information on the prevention of emergencies.
15. Maintain knowledge levels appropriate for an EMS Medical Director through continued education as required in 64J-1 F.A.C.
16. Provide for a Medical Director "off-line" coverage when unavailable. These arrangements will be made by the Medical Director and made known to Jupiter Fire-Rescue EMS staff officers (e.g. EMS Division, Assistant Chief-Operations, etc.) at least 24 hours in advance.
17. Develop policies and protocols to keep Jupiter Fire-Rescue as a primary provider of out-of-hospital medical care.

2-3 MINIMUM REQUIREMENTS

1. Licensed and practicing in the State of Florida as an M.D. or D.O. for at least five (5) years.
2. Board Certified in Emergency Medicine through either the American Board of Emergency Medicine or the American Board of Osteopathic Emergency Physicians for at least two (2) years.
3. Hold an ACLS Provider card or equivalent.
4. Must have and maintain the ability to prescribe medications, including controlled substances, in the State of Florida, pursuant to the provisions of Chapters 458, 499 and 893 of the Florida Statutes.
5. The Medical Director shall possess proof of current registration with the U.S. Department of Justice, DEA, to provide controlled substances to an EMS provider either individually or through a hospital.
6. Must have a minimum of 5 years of clinical experience caring for both adult and pediatric patients and a broad knowledge base of pre-hospital care and hospital emergency medicine.
7. Must have prior experience as medical director of a fire-based Florida Emergency Medical Service provider including familiarity with the design and operation of EMS systems; experience or training in the instruction of pre-hospital personnel, and experience or training in the EMS Quality Improvement process.
8. Working knowledge of EMS laws and regulations (both State of Florida and any applicable Federal laws and regulations).

Recommended Requirements to include:

1. Be active in the clinical practice of emergency medicine at Jupiter Medical Center at the time of the RFQ response.
2. Instructor certificates in ACLS, ATLS or ITLS / PHTLS and PALS / PEPP is preferred.

2-4 CONTRACTOR RESPONSIBILITIES

1. Compliance with all aspects of Chapter 401 Florida State Statutes as it relates to medical directors or medical direction.
2. Compliance with all aspects of Rule 64J-1, FAC and other applicable laws and rules governing the provision of pre-hospital EMS in a fire- rescue based system as it relates to medical directors or medical direction.
3. The Medical Director has authority over all aspects of patient care.

Supervise and accept direct responsibility for the medical performance of the paramedics and EMTs working for the Town of Jupiter.

4. Recommends certification, recertification and decertification of pre-hospital personnel to the appropriate certifying agency.
5. Establish, implement, revise, and authorize system-wide protocols, policies, and procedures for all patient care activities from dispatch through triage, treatment, and transport.
6. Establish an on-going continuous quality improvement (CQI) process to ensure compliance with protocol by selecting, on a monthly basis, specific review criteria for evaluation and submit a written report on those findings monthly.
7. Develop and implement a patient care quality improvement system to assess the medical performance of paramedics and EMTs. The Medical Director shall audit the performance of system personnel by use of quality assurance programs to include but not limited to a prompt review of run reports, direct observation and comparison of performance standards for drugs, equipment, system protocols and procedures. The Medical Director shall be responsible for participating in quality assurance programs developed by the department. The quality improvement program shall meet all standards required in Chapter 64J-1 FAC.
8. Assists Fire-Rescue administration in establishing the criteria for level of emergency response. (E.g. EMT, Paramedic, equipment, preventive care programs etc.).
9. Establishes criteria for determining patient destination and transportation needs.
10. Require education and testing to the level of proficiency approved for the following personnel within EMS system.
 - a) EMTs, Paramedics (All Department members)
 - b) Field Training Officers (Captain Level) and their designees.
11. Participate in the implementation and supervision of an effective quality improvement program. The Medical Director shall have access to all relevant records needed to accomplish this task.
12. Remove a paramedic from medical care duties for due cause, using an appropriate review and appeals mechanism. The Medical Director has authority to limit the patient care activities of those who deviate from established standards or do not meet training standards.
13. Participate in setting/approving hiring standards for personnel involved in patient care and evaluation of probationary personnel prior to regular assignment. Meet and evaluate firefighter recruits quarterly during the probationary period and provide a final assessment of the individual prior to regular status.
14. Provide advice regarding standards for equipment used in patient care.

15. Participate regularly in scheduled local, regional, state and national level EMS conferences and meetings.
16. The Medical Director will conduct quarterly training meetings of the EMS supervisory staff as well as meeting of fire-rescue personnel based on a monthly continuous quality improvement (CQI) topic or other current relevant EMS issue that may affect TFR operations.
17. The Medical Director will regularly attend State EMS Advisory Council meetings (minimum of two (2) per year) to provide for the interests of the Jupiter Fire-Rescue Department.
18. Compliance with all aspects of Rule 64J-1, FAC and other applicable laws and rules governing the provision of pre-hospital EMS in a fire- rescue based system.
19. Additional reports as required or requested by the Town.

2-5 PROPOSAL SELECTION

The Town Manager will appoint an Evaluation and Selection Committee to review Proposals. The Town reserves the right to select the Proposer, who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The Town's Evaluation and Selection Committee will act in what they consider to be the best interest of the Town and its residents. Price shall not be the sole determining factor for selection, as indicated in the following section.

2-6 EVALUATION OF PROPOSALS

A Selection/Negotiation Committee will be appointed by the Town Manager and will be responsible for selecting the most qualified firm and then negotiating a contract. Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the Town.

After presentations, if applicable, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the Town Council. No work on this project shall proceed without written authorization from the Town of Jupiter.

The Town reserves the right to enter into contract negotiations with the selected Proposer. If the Town and the selected Proposer cannot negotiate a successful contract, the Town may terminate

such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the Town arising from such negotiations.

The Town's evaluation criteria may include, but shall not be limited to, the following. As such, the Proposer should address the following items 1-7 in their response.

1. **Compliance with Request for Proposals [Mandatory].** This refers to the adherence to all conditions and requirements of the Request for Proposals.

The following criteria, not necessarily listed in order of importance will be used to evaluate submittals. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet.

2. **Mandatory Elements:**

- a. The proposer is licensed by the State of Florida to practice medicine or osteopathy.
- b. The proposer has no conflict of interest with regard to any other work performed by the proposer in the Town of Jupiter.
- c. The proposer adheres to the instructions in this request for proposals on preparing and submitting the proposal.

3. **Responsiveness to request for basic elements:**

- a. **Quality of Response: (up to 5 points)**

- (1.) Attention to detail and presentation of proposal.

- b. **Services to be provided (up to 50 points)**

- (1.) Specific experience on similar projects (especially those completed in the State of Florida.

- (2.) General Experience

- (3.) Experience of the physician with previous government projects. (Project should be clearly identified and described).

- (4.) Recent, current, and projected workloads of the physician.

4. **Qualifications of the Proposer/Expertise: (up to 20 points)**

- a. Evaluation of staff background proposed to handle Town account
- b. Evaluation of the proposer's organization, support and experience in similar projects.
- c. Does the expertise meet project requirements?
- d. Specific experience on similar projects.
- e. Specific experience on Government projects.
- f. Number of qualified personnel available for the project.
- g. Dependence on outside Contractors to accomplish the project.
- h. Availability of in-house expertise for other disciplines.

- i. Location of the physician and staff who will be accessible to the Town during the project.
- j. Knowledge in use of computer applications and skills related to pre-hospital emergency medicine and associated research.

5. Project Understanding: (up to 15 points)

- a. Availability date to begin project.
- b. Evaluation of the proposer's projected approach and plans to meet the requirements of the RFP.
- c. Schedule.

6. References & Price Proposal: (up to 5 points)

- a. The proposer's past performance on projects on similar scope and size including references.
- b. Evaluation of the Medical Director's Price Proposal Form
- c. Proposer may include a separate detailed fee schedule for additional services not covered directly by the Scope of Work herein. However, a separate Fee Schedule for additional services is not required to be submitted with Proposal.

7. Recommended requirements: (up to 5 points)

- a. Board Certified in Emergency medicine.
- b. Active clinical practice of emergency medicine.

2-7 AWARD OF AGREEMENT

Award shall be made by the Town to the responsible offeror whose proposal is determined to be the most advantageous to the Town, taking into consideration price and the evaluation criteria set forth herein below. The Town of Jupiter reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the Town.

A. WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Quality of Response	5 points
3. Services to be Provided	50 points
4. Qualifications of the Proposer/Expertise	20 points
5. Project Understanding	15 points
6. References and Price Proposal	5 points
7. Recommended Requirements	5 points

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a “short-list” may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.

B. DISCUSSIONS & PRESENTATIONS

If a clear choice by committee members does not emerge after their initial review of all RFP submittals, the Committee may “short-list” and invite several Proposers to make presentations to the Committee. The Town may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the Town’s request.

Proposers are advised that in the event of receipt of an adequate number of submittals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

C. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, Town reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

Town reserves the right to reject any Proposal if Town believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by Town within the scope of this solicitation.

2-8 CONTRACTS, BILLING AND PAYMENT

1. The effective date of the Contract will be upon execution by the parties and shall continue for a term of three years, unless the contract is terminated as provided for herein. At the Town’s option, and by agreement of the Proposer, the selected Proposer may be awarded two additional three-year contract terms.
2. The Proposer may terminate the agreement with the Town by providing a minimum of 60 days prior written notice to the Town.
3. The proposer shall submit a flat fee for each of the three years covered by the request for proposals. Fees for the option years and significant extenuating circumstances will be considered by the Town of Jupiter in determining whether any adjustment should be made to the proposed rates for future years.

2-9 TOWN CONTRACT COORDINATOR

The Town Contract Coordinator for this project will be Town's Fire Chief, Chief Darrel Donatto, Fire Chief, at 561-741-2420 or darreld@jupiter.fl.us. After acceptance by the Town Council of the award recommended by the selection committee, an engagement letter will be prepared and issued, all communications and correspondence shall be directed to Chief Darrel Donatto at 210 Military Trail, Jupiter, FL 33458.

2-10 CONTRACT

The selected Proposer will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be included in the award contract.

TOWN OF JUPITER
RFP No. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE
PART III

PROPOSAL GUIDELINES

3-1 RULES FOR PROPOSALS

Proposer shall submit one (1) original, three (3) paper copies and one (1) electronic copy flash drive in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly executed by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

An **original copy** (so marked) and **three (3) copies and the flash drive copy** to include the following shall be submitted for a proposing firm to be considered:

1. Title Page. Title page shall provide the request for proposals' subject, the firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the Services, and a statement that the proposal remains in effect for one hundred eighty (180) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
4. Detailed Technical Proposal. The detailed proposal should follow the order set forth in this Request for Proposal.

Section 1: Proposer Disclosure Forms

- Price Proposal Form
- Non-Collusive Affidavit Form
- Proposer's Certification Form
- Proposer's Qualification Statement
- Public Entity Crimes Form
- Proposer's Acknowledgement
- Drug Free Workplace Certification
- E-Verify Affidavit and Proof of Registration in E-Verify System

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the following: **"Request for Proposal – RFP No. FR 2024-001 – Medical Director of Fire and Emergency Rescue"**.

TOWN OF JUPITER

RFP No. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE

ATTACHMENT A

PROPOSAL RESPONSE FORMS

PROPOSER INFORMATION	
PROJECT ORGANIZATION (PROPOSER)	
Name of Business:	
Principal Contact Person:	
Address 1:	
Address 2:	
Address 3:	
Telephone:	
Fax:	
E-mail:	
Name of Individual Project Manager:	
Telephone:	
E-mail:	
Location of Project Office:	

TOWN OF JUPITER

RFP No. FR 2024-001 MEDICAL DIRECTOR OF FIRE AND EMERGENCY RESCUE

WRITTEN RESPONSE REQUIRED FROM PROPOSER

Proposer should attach a Word or other document to the RFP response that addresses each of the following items.

1. Is the proposer licensed by the State of Florida to practice medicine or osteopathy.
2. Indicate whether or not the proposer has any conflicts of interest with regard to any other work performed by the proposer in the Town of Jupiter.
3. Describe specific experience on similar projects (especially those completed in the State of Florida).
4. Describe general medical experience.
5. Describe experience of the physician with previous government projects (Project should be clearly identified and described).
6. Provide the recent, current, and projected workloads of the physician.
7. Describe staff background proposed to handle Town account.
8. Provide the number of qualified personnel available for the project.
9. Provide details of outside Contractors that will be utilized on this project.
10. Provide availability of in-house expertise for other disciplines.
11. Describe details of active clinical practice of emergency medicine.
12. Provide location of the physician and staff who will be accessible to the Town during the project.
13. Describe knowledge in use of computer applications and skills related to pre-hospital emergency medicine and associated research.
14. Provide availability date to begin project.
15. Provide a schedule/timeline of tasks/events to accomplish the project.
16. Are you Board Certified in Emergency Medicine.
17. Are you active in the clinical practice of emergency medicine at Jupiter Medical Center at the time of the RFQ response.
18. Do you have the following instructor certificates in ACLS, ATLS or ITLS / PHTLS and PALS / PEPP.

TOWN OF JUPITER

RFP No. FR 2024-001

MEDICAL DIRECTOR OF

FIRE AND EMERGENCY RESCUE

PROPOSER REFERENCES	
Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services). The Town may contact some of the Proposer's current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposer's ability to perform the types, level and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposer's performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent. Excellent: Frequently exceeds client reference's specifications/requirements Good: Meets client reference's specification/requirements. Poor: Frequently does not meet client reference's specifications / requirements	
1. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
2. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	

3. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
4. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
5. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	

TOWN OF JUPITER

**RFP No. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE**

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: ____/____/____

By _____

I HEREBY CERTIFY that on this day, before me personally appeared, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, an authorized representative of _____, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.

NOTARY PUBLIC

Notary Seal

TOWN OF JUPITER

RFP No. FR 2024-001 MEDICAL DIRECTOR OF FIRE AND EMERGENCY RESCUE

PROPOSER'S CERTIFICATION FORM

The below signed Proposer certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFP and any other documents accompanying or made a part of this RFP. I hereby propose to furnish the services specified in the RFP. Furthermore, I agree to abide by all conditions of this RFP. I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the firm or entity who is the Proposer, as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract.

I further certify that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same service; no officer, employee or agent of the Town of Jupiter or of any other Proposer interested in the Proposal; and that the undersigned executed this Proposal's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

PRINTED NAME AND TITLE

MAILING ADDRESS

TOWN, STATE, ZIP CODE

TELEPHONE NUMBER

E-MAIL ADDRESS

Subscribed and sworn to before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024 by _____ of _____, who [] is personally known to me or [] has produced _____ as identification and who did (did not) take an oath.

Notary Seal

NOTARY PUBLIC

TOWN OF JUPITER
RFP No. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE

PROPOSER'S QUALIFICATION STATEMENT FORM

The undersigned Proposer certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: Town of Jupiter

ADDRESS: 210 Military Trail
Jupiter, FL

SUBMITTED BY: _____

CIRCLE ONE: CORPORATION / PARTNERSHIP / INDIVIDUAL / OTHER

NAME: _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

The address of the principal place of business is:

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation:
- b. State of Incorporation:
- c. President's name:
- d. Vice President's name:
- e. Secretary's name:
- f. Treasurer's name:
- g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:
 - a. Date of organization:
 - b. State whether general or limited partnership:
 - c. Name, address and ownership units of all partners:
4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name?
 - a. Under what other former names has your organization operated?
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration.
8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
10. State the name of the individual who will have personal supervision of the work:
11. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years.

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

Printed Name

State of
County of

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this
day of _____, 2024 by _____ of _____, who [] is personally known to me or []
has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Notary Seal

TOWN OF JUPITER
RFP No. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE
PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Town of Jupiter
(Print name of the public entity)

By
(Print individual's name and title)

for
(Print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 4-1. A predecessor or successor of a person convicted of a public entity crime: or
 - 4-2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest of another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in the State of Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Subscribed and sworn to before me, by means of ☐ physical presence or ☐ online notarization this day of _____, 2024 by _____ of _____, who [] is personally known to me or [] has produced _____ as identification and who did (did not) take an oath.

Notary Seal

NOTARY PUBLIC

TOWN OF JUPITER

RFP No. FR 2024-001 MEDICAL DIRECTOR OF FIRE AND EMERGENCY RESCUE

PROPOSER'S ACKNOWLEDGMENT

I hereby certify, that this Proposer's Acknowledgment is made without prior understanding, agreement or connection with any corporation, firm, or other person submitting a Proposal for the same commodities and/or services, and is in all respects, fair and without collusion or fraud. I agree to abide by all of the conditions of this Request for Proposals, and certify that I am authorized to sign the Proposal for the Proposer. By my signature on this Form, the Proposer acknowledges and accepts without limitation, the terms and conditions as set forth within the Request for Proposal, as well as any applicable supplemental RFP documents, such as any Special Conditions, Instructions, Specifications, and all required Forms.

CORRECT LEGAL NAME OF PROPOSER:

NAME OF REGISTERED AGENT & ADDRESS OF CORPORATE PROPOSERS

PHYSICAL ADDRESS OF PROPOSER (NO P.O. BOXES ALLOWED)

TELEPHONE NUMBER OF PROPOSER

EMERGENCY CONTACT NUMBER FOR PROPOSER

FAX NUMBER OF PROPOSER

FEDERAL ID NO. OR SOCIAL SECURITY NO. OF PROPOSER

IF PROPOSER IS CORPORATION OR OTHER LEGAL ENTITY, STATE OF INCORPORATION OR REGISTRATION

****FOREIGN CORPORATIONS MUST SUBMIT FOREIGN CORPORATION RESOLUTION.**

SIGNATURE OF PROPOSER OR AUTHORIZED AGENT: _____

****PROPOSALS SUBMITTED BY AGENTS MUST HAVE RESOLUTION OF AGENT AUTHORITY.**

PRINTED NAME OF PROPOSER OR AUTHORIZED AGENT:

DATE: . TITLE/POSITION OF SIGNATORY:

TOWN OF JUPITER

RFP No. FR 2024-001 MEDICAL DIRECTOR OF FIRE AND EMERGENCY RESCUE

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Proposer's Printed Name and Title

Date

TOWN OF JUPITER

**RFP No. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE**

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____[insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____[insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Print Name/Title

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this _____(date) by _____(name of officer or agent, title of officer or agent) of _____(name of contractor company acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____(type of identification) as identification.

Notary Seal

Notary Public

TOWN OF JUPITER

**RFP No. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE**

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Print Name/Title

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Seal

Notary Public

TOWN OF JUPITER

RFP No. FR 2024-001 MEDICAL DIRECTOR OF FIRE AND EMERGENCY RESCUE

PRICE PROPOSAL FORM

NOT TO EXCEED COST OF:

\$ _____ Annually

Full Contract term is three (3) years.

SUBMITTED BY:

Company Name: _____

Officer/Name of Individual Authorized to submit: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

NOTE: To be considered eligible for award, one (1) original copy of this Proposal Form must be submitted with the Proposal. **Proposers must Use this Price Proposal Form.**

Payment by Electronic Funds Transfer: Vendors are required to register to receive all payments by ACH from the Town of Jupiter. Access the Town of Jupiter website at <https://www.jupiter.fl.us/131/Accounts-Payable> and select *New Vendor Packet*.

TOWN OF JUPITER

RFP No. FR 2024-001
MEDICAL DIRECTOR OF
FIRE AND EMERGENCY RESCUE

PROPOSER SUPPLEMENTAL INFORMATION

Please add any additional supplemental information in this section.

**TOWN OF JUPITER
FINANCE DEPARTMENT
210 MILITARY TRAIL
JUPITER, FLORIDA 33458**

**ADDENDUM NO. 1
TO CONTRACT DOCUMENTS**

RFP TITLE: MEDICAL DIRECTOR OF FIRE AND EMERGENCY RESCUE

RFP No. FR 2024-001

ISSUE DATE: 02/28/2024

RFP OPENING DATE: 03/20/2024

THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO, AND MADE AN OFFICAL PART OF THE ABOVE REFERENCED RFP.

IN REFERENCE TO – 1-12 Insurance:

The Proposer shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this RFP, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as TOWN'S review or acceptance of insurance maintained by the awarded service provider are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

ANSWER – It is my understanding that the proposer is required to purchase and maintain the specified insurance policies with the minimum limits specified within the RFP at the proposer's expense; and that the proposer will take this into account with respect to their proposal. The insurance policies would be required to be in place at the time of the RFP award, not at the time of the proposal.

ATTACHMENT 2



TOWN OF JUPITER FINAL BID TABULATION RANKING

RANKED	VENDOR
1st	Ferraro Emergency Medical Services PLLC
2nd	FL Medical LLC

Transmittal Letter:

Ferraro Emergency Medical Services, PLLC i.e. Michael L Ferraro, DO, MS is the best suited option for Medical direction in the Town of Jupiter for the following:

My career started out as a Firefighter/EMT, which empowered me to attend medical school leading to my current position for the past 15 years as an Emergency Department Physician. My first passion will always lie with the EMS/fire service. The EMS world made me who I am today and therefore I strive to continue to find ways to be on the “cutting edge” of EMS care. I am of the belief we need highly trained superior providers not just “competent”. One of my mottos is “you could be responding to my children”, and I want our EMS care to be the pinnacle of emergency medicine, not just the standard.

I was the medical director for Martin County for 5 years, which is a similar sized organization, I bring these experiences and lessons learned with me to this position. During my time with Martin County, I elevated the prehospital care in many ways to better service our community. Just to mention a few: the prehospital administration of whole blood, the implantation of a CQI manager to review all the calls, not just the percentage set for by minimum standards. I implemented an electronic version of the protocols to adapt to the constantly evolving world of medicine; this allowed the protocols to undergo continual revision to best allow the prehospital providers to deliver the best quality care. We considered what worked best for each scenario, not just what looked good on paper. I personally strived to maintain a constant line of communication with the “street medic,” everyone had my direct cell, I set up a special email account for protocol ideas to use in “real time” after a call to continually strive to make protocols that both worked for our medics but more importantly allowed them to deliver the best care!

I am committed to continuing education and believe the medical director needs to be “boots on the ground” with the constituents of the department. I believe my job is to attend continuing education on EMS care, integrate with surrounding counties as well as the state and our local hospitals to continually improve our process.

In short, I am a very hands-on medical director, my mantra is we will deliver the best care to the population we serve. I am continually open to suggestions from our department on ways to improve our care. I will always support and defend the actions of the medics who “do what is right for the patient.” Along these same lines I have no patience for “cutting corners” and will always approach this situation from the “how can we reeducate” to assure we deliver the best care moving forward.

Conflicts of Interest:

I declare there are NO conflicts of interest precluding this proposal.

TOWN OF JUPITER
CARFAX for Police Program Agreement



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	David England, Chief of Police
SUBJECT	CARFAX for Police Program Agreement

EXECUTIVE SUMMARY

Town Staff is requesting Town Council approval in authorizing the Chief of Police to execute an agreement with CARFAX. This agreement allows the Jupiter Police Department to participate in the CARFAX for Police Program which is an investigative resource for sworn law enforcement officers.

BACKGROUND:

The CARFAX for Police Program is a partnership between law enforcement agencies and CARFAX that is a no cost program designed to benefit law enforcement officers in the course of various investigations. This program allows law enforcement agencies to have access to millions of vehicle records that are not accessible by the general public. In order to participate in the program, each participating agency is required to provide crash report data to CARFAX, in accordance to Florida State Statute 316.066(2)(d).

ANALYSIS

STRATEGIC PRIORITY

- Safety

ATTACHMENTS

1. CARFAX for Police Program Agreement

FUNDING SOURCE

N/A

For more information or copies of the attachments, please contact Sergeant Joseph Counihan at 1127@jupiter.fl.us or 561-741-2593.



ENROLLMENT FORM FOR LAW ENFORCEMENT – JUPITER, FL

Official Agency Name (must provide FULL name) ("Agency"): _____

Agency ORI Number: ____-____-____

Name: _____ Number of Sworn Officers: _____

Address: _____ City: _____

County: _____ State: _____ Zip: _____

Total Number of Motor Vehicle Crash Reports Written Last Year: _____

Agency wishes to use:

Investigative Tools and/or Driver Exchange Service ☐ Yes ☐ No

Report Distribution Service ☐ Yes ☐ No (If Yes, provide additional information requested below)

eCrash Service (only available if Agency uses the Report Distribution Service) ☐ Yes ☐ No

Additional information required for the Report Distribution Service:

Does applicable state or local law or regulation require that motor vehicle crash reports only be provided to specific interested parties? ☐ Yes ☐ No

Amount to be reimbursed to Agency for each crash report sold through the Report Distribution Service: \$ _____
("Reimbursed Fee")

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Send completed form to: TOM FROELICH | EMAIL: TomFroelich@carfax.com

CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions (the "Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by Agency, and any written exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement (the "Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's participation in the CARFAX® For Police Program (the "Program").

1. Definitions.

1.1 "Agency Crash Report" is defined as a motor vehicle crash or incident report created and/or collected by or on behalf of Agency (including but not limited to all data and information contained therein or derived therefrom).

1.2 "Alternative Vehicle History Provider" is defined as a provider or reseller of motor vehicle history data, information, products, and/or services other than CARFAX.

1.3 "Applicable Laws" are defined as any and all applicable U.S. and Canadian federal, state, local, or provincial/territorial laws (statutory, common or otherwise), rules, orders, regulations, requirements, guidance, executive orders, or other similar authority issued, enacted, adopted, promulgated, implemented, applied, or otherwise put into legal effect by or under the authority of any governmental regulator or self-regulatory body.

1.4 "Crash Data" is defined as all Agency Crash Reports (including but not limited to all eCrash Reports) and all other data and information related to motor vehicle crashes or other incidents (including but not limited to all Driver Exchange Information) that are: (a) provided by or on behalf of Agency to CARFAX under this Agreement, (b) uploaded, submitted and/or otherwise transmitted to or through any of the Services by or on behalf of Agency or any authorized user of the Services, and/or (c) otherwise received by CARFAX under this Agreement.

1.5 "DPPA" is defined as the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws.

1.6 "DPPA Permissible Use" is defined as a permissible use set forth in the DPPA.

1.7 "Driver Exchange Information" is defined as all data and information that is uploaded, submitted and/or otherwise transmitted to or through the Driver Exchange Service.

1.8 "Driver Exchange Service" is defined as the CARFAX service that facilitates the collection and exchange of data and information between or among drivers or other parties involved in motor vehicle crashes or other incidents.

1.9 "eCrash Report" is defined as an Agency Crash Report created by or on behalf of Agency using the eCrash Service.

1.10 "eCrash Service" is defined as the CARFAX motor vehicle crash report writing service that allows authorized users to create motor vehicle crash and incident reports.

1.11 "Effective Date" is defined as the date on which Agency first provides Crash Data to CARFAX in the form and format that allows CARFAX to upload such Crash Data to the VHDB and the Law Enforcement Database.

1.12 "Intellectual Property" is defined as the Services and all intellectual property relating either directly or indirectly to the Services, including but not limited to patents, design rights, copyrights, database rights, trade secrets, know-how and all derivative works thereof, including but not limited to future enhancements and modifications.

1.13 "Investigative Tools" is defined as: (a) the VHDB, (b) the VH Tools, (c) the Law Enforcement Database, (d) the Law Enforcement Information, and (e) all data and information contained in or derived from each of the foregoing.

1.14 "Law Enforcement Database" is defined as the CARFAX crash report database(s) that contains Law Enforcement Information.

1.15 "Law Enforcement Information" is defined as motor vehicle crash and incident reports that CARFAX obtains from or on behalf of law

enforcement agencies (including but not limited to all data and information contained therein or derived therefrom).

1.16 "Report Distribution Service" is defined as the CARFAX online platform that allows CARFAX to distribute and/or sell motor vehicle crash and incident reports on behalf of law enforcement agencies.

1.17 "Services" is defined as the Investigative Tools, the Driver Exchange Service, the Report Distribution Service, the eCrash Service, and any other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.18 "VH Tools" is defined as CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.19 "VHDB" is defined as the CARFAX vehicle history database(s) that contains data and information regarding motor vehicle transactions.

2. Services.

2.1 Investigative Tools. If Agency elects to use the Investigative Tools, CARFAX grants to Agency a limited, revocable, nontransferable, nonsub licensable and nonexclusive license to: (a) access and use the VH Tools solely for Agency's use in law enforcement investigations, and (b) access the Law Enforcement Database to obtain and use the Law Enforcement Information solely for Agency's use in law enforcement investigations. To the extent "personal information" (as such term is defined under the DPPA) is contained in any Law Enforcement Information and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each Agency user that it shall comply with the DPPA, including without limitation disclosing such personal information only in connection with a DPPA Permissible Use. Notwithstanding anything to the contrary in this Agreement, in no event shall Agency use the Investigative Tools for any Prohibited Purposes (as defined below).

2.2 Driver Exchange Service. If Agency elects to use the Driver Exchange Service (when available), CARFAX grants to Agency a limited, revocable, nontransferable, nonsub licensable and nonexclusive license to access and use the Driver Exchange Service solely to: (a) collect, or facilitate the collection of, data and information relating to a motor vehicle crash or other incident, and (b) facilitate the exchange of such data and information to drivers or other parties involved in such motor vehicle crash or other incident. Agency authorizes CARFAX to act as Agency's service provider to store and maintain the Driver Exchange Information, notify the individuals using the Driver Exchange Service to access the Driver Exchange Information, and provide such Driver Exchange Information (in whole or in part) to such individuals and/or their representatives.

2.3 Report Distribution Service. If Agency elects to use the Report Distribution Service, Agency authorizes CARFAX to act as Agency's service provider to: (a) offer to sell and sell (or at Agency's request, offer to provide or provide at no cost) through the Report Distribution Service all Agency Crash Reports (including but not limited to e-Crash Reports) that CARFAX receives under this Agreement and/or all Agency-authorized rendered versions of the Agency Crash Reports, as applicable (collectively, the "Distributed Reports"), and (b) store and maintain all such Distributed Reports as well as any information collected from requesters of such Distributed Reports as necessary to provide the Report Distribution Service in compliance with Applicable Laws. Agency authorizes CARFAX to issue press releases and public statements relating to Agency's use of the Report Distribution Service. Agency shall: (a) include on its website(s) and social media site(s) one or more hyperlinks to the Report Distribution Service; (b) direct all individuals and entities that want to purchase Distributed Reports to the Report Distribution Service; and (c) direct all calls that Agency receives relating

to CARFAX or the Report Distribution Service to 1-800-990-2452 or such other phone number designated by CARFAX. Within thirty (30) days after the end of each calendar month, CARFAX will pay Agency the Reimbursed Fee for each Distributed Report sold through the Report Distribution Service. Agency will notify CARFAX in writing of any change to the Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice.

2.4 eCrash Service. If Agency elects to use the eCrash Service, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the eCrash Service solely to create eCrash Reports. Agency shall be solely responsible for: (a) any and all data and information entered into the eCrash Service and (b) approval of the data and information to create the eCrash Report. Agency understands and agrees that CARFAX may store and maintain any and all such data and information entered into the eCrash Services within its systems. Agency shall notify CARFAX in writing if any Applicable Laws limit CARFAX's use or distribution of the eCrash Reports. Once an eCrash Report has been approved by Agency, CARFAX may use and distribute such e-Crash Report as permitted under this Agreement. If CARFAX or Agency terminates Agency's use of the eCrash Service, Agency will no longer have access to the eCrash Service to create new eCrash Reports or approve previously-created eCrash Reports.

2.5 Agency Account. Promptly following the Effective Date, CARFAX will establish an account to allow Agency and authorized employees of Agency to access the Services that Agency elected and is permitted to use under this Agreement (the "Agency Account"). Agency acknowledges and agrees that it is responsible for all use and misuse that arise out of the Agency Account and the username(s) and password(s) used to gain access to the Agency Account.

2.6 Restrictions on Access and Use of CARFAX Services. Agency shall not: (a) provide, offer, distribute, sell, resell, or otherwise disclose any data or information made available or derived from the Investigative Tools in any way to any third party (except to the extent necessary to comply with Applicable Laws); (b) allow any third party (excluding individuals who use the Driver Exchange Service (or their representatives)) to view, access or use any of the Services; (c) use or permit the use of any of the Services for personal purposes or in contravention of any Applicable Laws; or (d) introduce into the Services any viruses, spyware or other software that is intended to disrupt, delete, damage or alter any of the Services. Systematic access to the Services or retrieval of data or information included in or derived from the Services, including but not limited to the use of "bots" or "spiders," is strictly prohibited. Without limiting CARFAX's other rights under this Agreement, CARFAX may, upon written notice (e-mail acceptable) to Agency, suspend Agency's access to one or more of the Services (in whole or in part) for any breach of this Agreement by Agency.

2.7 Security. Agency acknowledges that the Law Enforcement Database contains Law Enforcement Information that may include personally identifiable information (collectively, "PII"). Agency shall keep all such PII confidential and secure, including but not limited to by: (a) restricting access to such Law Enforcement Information to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such Law Enforcement Information is accessed solely for law enforcement investigations as permitted under this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of Law Enforcement Information; and (d) maintaining an information security program that is designed to meet requirements under Applicable Laws for safeguarding PII, including, at a minimum, to: (i) ensure the security and confidentiality of such Law Enforcement Information; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained in such Law Enforcement Information; and (iii) protect against unauthorized access to or use of the PII and other data contained in such Law Enforcement Information. In the event of any actual or reasonably suspected breach or unauthorized access of Law Enforcement Information (collectively, "Agency Breach"), Agency shall promptly notify CARFAX of such Agency Breach and shall fully cooperate with CARFAX in investigating such Agency Breach and preventing the recurrence of an Agency Breach. As between CARFAX and Agency, Agency shall be solely responsible for any legal or regulatory obligations which may arise under Applicable Laws in

connection with such Agency Breach, shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and shall reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with Applicable Laws and at its own expense, notify the individuals whose information is the subject of such Agency Breach and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by Applicable Laws. Agency agrees that such notification shall not reference CARFAX or the Law Enforcement Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. As between CARFAX and Agency, Agency shall remain solely liable for claims that may arise from such Agency Breach, including but not limited to costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to costs for credit monitoring or allegations of loss in connection with such Agency Breach.

2.8 Certifications. Agency hereby represents, warrants, and certifies to CARFAX that any and all of the data or information that Agency and employees of Agency obtain through or derive from the Investigative Tools shall: (a) not be used for civil immigration purposes; (b) not knowingly be disseminated to any third party for any purpose related to civil immigration enforcement; (c) not be used to conduct surveillance or to investigate or locate an individual for reasons not specifically related to motor vehicle activity, including, but not limited to, immigration enforcement, divorce disputes, and matchmaking services; or (d) not be used or disclosed in violation of any Applicable Laws (each of the foregoing shall be collectively referred to as "Prohibited Purposes").

2.9 Agency Applications. If Agency elects to integrate access to the Services through one or more of its applications and/or websites, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license during the Term to integrate access to the Services through one or more Agency applications and/or websites that are pre-approved by CARFAX in writing (e-mail acceptable) (each, an "Approved Agency Application") for use only by authorized employees of Agency (each, an "Authorized User") in accordance with this Agreement. Agency shall obtain CARFAX's prior written approval of the initial content, format, look and feel and the entire viewing process and experience ("User Experience") for an Authorized User to access the Services through the applicable Approved Agency Application. Thereafter, Agency may make changes to the User Experience, provided that Agency shall obtain CARFAX's prior written approval of any material changes to the User Experience. Agency will integrate one or more URL links designated by CARFAX (collectively, the "URL Link") into the Approved Agency Application in a manner mutually agreed upon by the parties in writing, which URL Link will direct an Authorized User: (a) to the Services if such Authorized User has an existing username and password to gain access to the Agency Account; or (b) a landing page where such Authorized User can activate a username and password to gain access to the Agency Account if such Authorized User does not have an existing one.

3. Provision of Crash Data. Agency hereby provides (or authorizes its third party service provider to provide) to CARFAX all Agency Crash Reports and Crash Data (as applicable). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the Crash Data, and therefore Agency shall notify CARFAX of erroneous data and information in any Crash Data. Agency authorizes CARFAX to include any and all non-personal data and information from the Crash Data in the VHDB, and to use such data and information from the Crash Data in connection with any data, products or services provided by CARFAX. Agency authorizes CARFAX to include any and all data and information from the Crash Data in the Law Enforcement Database and to use such data and information in connection with any data, products or services that CARFAX provides to law enforcement agencies. CARFAX certifies that it shall not use any personal information (including the identity, home or employment telephone number or home or employment address of a party involved in the applicable crash) included in the Crash Data for any commercial solicitation of accident victims or knowingly disclose such personal information to any third party for the purpose of such solicitation. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Crash Data as soon as reasonably possible after such request.

4. Crash Data Restrictions. Because of the significant investment CARFAX has made and continues to make in the Services that CARFAX licenses to Agency for free, Agency shall not, directly or indirectly: (a) offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider or (b) allow any person or entity to offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider (collectively, the "Crash Data Restrictions"). Without limiting the foregoing, Agency shall ensure that each person or entity that receives any Crash Data from Agency (or a third party on Agency's behalf) (each, a "Crash Data Recipient") shall be bound by a written agreement that: (i) obligates such Crash Data Recipient to comply with the Crash Data Restrictions and (ii) names CARFAX as an intended third party beneficiary with the right to enforce the Crash Data Restrictions directly against such Crash Data Recipient. Agency agrees to notify CARFAX of any suspected or known breach of the Crash Data Restrictions by a Crash Data Recipient, and at CARFAX's request, Agency will enforce the terms of such agreement against the Crash Data Recipient.

5. Intellectual Property; Marks. Agency acknowledges that Intellectual Property is and will remain the property of CARFAX. Each party hereby grants to the other party a nonexclusive, nontransferable, revocable right to use such of its trademarks, service marks, logos and trade names and other designations that are provided by the granting party to the other party (collectively, the "Marks") for the sole purpose of performing such party's obligations and exercising such party's rights under this Agreement. Each party represents and warrants that it has all necessary right, title, interest, and/or license in and to its Marks to grant to the other party the license to use its Marks as provided herein.

6. CARFAX's Obligations as Service Provider. Agency understands and agrees that, in connection with the applicable Services, CARFAX is acting as Agency's service provider for purposes of the collection, use, retention, storage, sale, sharing, disclosure, analysis, deletion, and/or modification (collectively, "Processing" or "Process", as applicable in context of usage) of any PII contained in the Crash Data (collectively, "Agency PII"). CARFAX shall implement and maintain reasonable administrative, organizational, and technical safeguards designed for the protection, confidentiality, and integrity of such Agency PII. The parties agree that provision of the Agency PII to CARFAX is not a sale, as such term is defined by Applicable Laws (by way of example but not limitation, "sale" under California law includes the exchange of data for non-monetary consideration), of Agency PII to CARFAX, but is provided solely for purposes of CARFAX providing the applicable Services. Without limiting the generality of the foregoing, the parties agree that CARFAX shall not Process any Agency PII for any purpose other than for the purposes expressly permitted in this Agreement or otherwise permitted by Applicable Laws. Except to the extent required to comply with Applicable Laws, CARFAX may not combine Agency PII with PII that it receives from or on behalf of any other person or entity or collects from its own interactions with any consumer. CARFAX certifies that it understands the restrictions in this Section 6 and shall comply with them. CARFAX will delete any Agency PII Processed by CARFAX within forty-five (45) days after its receipt of a written request for deletion of such Agency PII unless CARFAX is required, or it is reasonably necessary for CARFAX, to maintain such information.

7. Disclaimers. Agency acknowledges that CARFAX collects data from public records and other sources for use in the Investigative Tools and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the Investigative Tools, and CARFAX will have no liability for errors or omissions with respect to the Investigative Tools. Agency assumes full responsibility with respect to its decisions and transactions using the Investigative Tools. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability; Indemnification. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES ARISING UNDER OR IN CONNECTION

WITH THIS AGREEMENT, EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The cumulative liability of CARFAX under this Agreement will not exceed \$1,000, and such amount will be Agency's exclusive remedy. Except to the extent prohibited by Applicable Laws, Agency shall indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited to reasonable attorneys' fees and costs) arising out of: (a) Agency's failure to comply with any Applicable Laws, (b) Agency's use of the Services for any purpose other than as explicitly permitted under this Agreement, or (c) Agency's breach of this Agreement.

9. Term and Termination.

9.1 Term. The term of this Agreement commences on the Effective Date and continues in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods unless either party provides the other party at least ninety (90) days written notice of its intention to terminate this Agreement prior to any renewal date (the "Term").

9.2 Termination; Survival. Agency may discontinue its access to and use of any Service at any time by giving at least thirty (30) days' prior written notice to CARFAX. Any termination of Agency's access to and use of a Service does not terminate any other Services that Agency may access and use under this Agreement. CARFAX may terminate this Agreement and/or any Service immediately upon written notice if Agency breaches any provision of this Agreement. Upon any expiration or termination of a Service or this Agreement (as applicable), CARFAX may continue to use the Crash Data already acquired under this Agreement, and sell or offer to sell the Distributed Reports already acquired or rendered by CARFAX under this Agreement. Upon any expiration or termination of this Agreement, (a) Agency shall cease accessing the Services, and (b) Agency understands that it will no longer have access to any eCrash Reports and is responsible for retaining all eCrash Reports on its own systems prior to the effective date of such expiration or termination. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including but not limited to this Section 9.2 and Sections 2.6(a), 2.7, 2.8, 5, 7 and 8.

10. General Provisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. In the event of any ambiguity or conflict between any of the terms and conditions contained in the Enrollment Form and those set forth in these Terms and Conditions, the Terms and Conditions shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services licensed to Agency hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement, and Agency's continued use of any of the Services will be deemed acceptance thereof. Each party shall comply with all Applicable Laws with respect to its performance under this Agreement. This Agreement does not create a joint venture, partnership, agency, franchise, dealership, distributorship or employment relationship between the parties or any other relationship other than independent contractors. A party's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by the other party, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by a party will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX. A signed Agreement sent by fax or scanned and emailed, or signed via a

recognized electronic signature service, shall be legally binding and enforceable.

TOWN OF JUPITER

Approving the 2024 Neighborhood Matching Grant Program in the amount of \$47,281



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Satu Oksanen, Neighborhood Services Manager
SUBJECT	Approving the 2024 Neighborhood Matching Grant Program in the amount of \$47,281

EXECUTIVE SUMMARY

Staff has analyzed 10 eligible Neighborhood Matching Grants in the amount of \$47,281 to leverage \$193,639.27 in neighborhood projects. Overall, Town received 14 applications, but 4 were not qualified to continue in the process.

The annual Neighborhood Matching Grant cycle opened in early February and closed on March 14, 2024 with a budget of \$50,000. The purpose of the Town's Matching Grant Program is to provide grants for visible neighborhood beautification projects and/or safety/security enhancements to leverage private funding. Matching Grants (up to \$5,000) require an equal or greater match, which can consist of cash, donated materials, and/or labor. HOAs and Neighborhood Groups can apply every four years.

An announcement of the grant opportunity was included in Town Times, and a grant workshop was held February 8, 2024 in the Police Department Community Room. In addition, Neighborhood Services staff was available by appointment to help with proposals. Staff spoke to and met with several groups and property managers.

A Matching Grant Review Committee, comprised of six staff members from Building Department, Code Compliance, Neighborhood Services, Planning & Zoning, Police Department and Natural Resources, met March 28, 2024 to discuss the grant proposals and funding recommendations. Staff determined four projects (Botanica, Charleston Court, Hammock Trace and Villa Diamante) to be ineligible for grant funding.

After discussion, 10 Matching Grants were recommended for funding for the following amounts:

- Canterbury Place \$5,000
- Jupiter Bay \$5,000
- Jupiter Cove \$5,000
- Jupiter Village IV \$5,000
- Jupiter Village IX \$5,000
- Maplecrest \$5,000
- Martinique \$5,000
- Ocean Parks \$3,731
- Sonoma Isles \$5,000
- Stonebriar \$3,550

ANALYSIS

Staff recommends funding approval for 10 matching Grants for \$47,281 to leverage \$193,639.27 in neighborhood projects. The funding will come from the Matching Grant Budget (\$50,000).

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Summary of 2024 Matching Grants received
2. Rating Matrix 2024
3. 2024 Points Distribution

FUNDING SOURCE

Approved in FY2024 Budget for \$50,000
Source: 00120212-548003 Neighborhood Services

For more information or copies of the attachments, please contact Satu Oksanen at satuo@jupiter.fl.us or 561-741-2524.

2024 Neighborhood Matching Grants								
Neighborhood	Project	Grant category	Total cost of project	Amount requested	Special Comments	Last grant from NS received	Points received/100	Amount recommended
Botanica	All four (4) community entrance monument signs need to be repainted as all are showing signs of wear, paint peeling, cracking, and mildew	Beautification		\$ 1,908.00	Maintenance-Ineligible	N/A	N/A	\$ -
Canterbury Place	Enhancement of landscaping to Main Entrance of community off Central Boulevard including the median	Beautification	\$ 10,607.00	\$ 5,000.00		N/A	79	\$ 5,000.00
Charleston Court	The purchase of new, more modern pool furniture and add a Little Free Library to bring this amenity up to the high standards for the appearance of the neighborhood	Beautification		\$ 5,000.00	Pool use is restricted to the HOA residents; beautification benefit to residents only-Ineligible	2019	N/A	\$ -
Hammock Trace	Repaint entire front wall facing Pennock Lane and replace monument wall signage (2 of them) for neighborhood	Beautification		\$ 5,000.00	Maintenance-Ineligible	2018	N/A	\$ -
Jupiter Bay COA	Installation of CCTV Surveillance System	Safety	\$ 34,286.87	\$ 5,000.00		2016	88	\$ 5,000.00
Jupiter Cove COA	Addition of a security gate to the community entrance	Safety	\$ 36,823.00	\$ 5,000.00	Was awarded a grant in 2022 but did not utilize funding. Can apply again this year.	2022	84	\$ 5,000.00
Jupiter Village	New mailboxes for the community	Safety	\$ 11,896.00	\$ 5,000.00		2017	82	\$ 5,000.00
Jupiter Village	New mailboxes for the community	Safety	\$ 19,830.00	\$ 5,000.00		2017	71	\$ 5,000.00
Maplecrest	Enhancement to its landscape/exterior lighting in the common areas	Safety	\$ 12,354.50	\$ 5,000.00		N/A	77	\$ 5,000.00
Martinique	Replacement of street signs throughout the community because they are faded, bent and worn out	Safety	\$ 24,870.00	\$ 5,000.00		N/A	72	\$ 5,000.00

Ocean Parks Jupiter COA	Additional pathway lighting along our front paths to the Maltz and PittStop. This will provide safety for tourists and residents alike. At the same time, we will refurbish our front stone monuments - new paint, new plants for enhancement benefiting our neighborhood	Beautification/ Safety	\$ 10,000.00	\$ 3,731.00	Painting and landscaping (\$2,538) to be done by own maintenance company; can't be part of budget. Request scaled down.	2017	85	\$ 3,731.00
Sonoma Isles	Addition of a monument sign at the intersection of Marsala Ct. and Aurora Dr to enhance the security of the community	Safety	\$ 22,965.90	\$ 5,000.00		N/A	67	\$ 5,000.00
Stonebriar at Maplewood	Adding cameras to the entry of Stonebriar and sealing the pavers at the entry	Safety	\$ 10,006.00	\$ 3,550.00	Sealing of pavers (\$2,906) is considered maintenance and thus ineligible for the grant. Request scaled down.	N/A	67	\$ 3,550.00
Villa Diamante	Apply protective clear coating to new pressure treated boundary fence on or southern border. Remove, repair, powder coat and re-install three metal benches in our development.	Beautification		\$ 3,125.00	Maintenance-Ineligible	2023	N/A	\$ -
		Total	\$ 193,639.27	\$ 62,314.00				\$ 47,281.00

Reviewer Name:

Date:

2024 NEIGHBORHOOD MATCHING GRANTS RATING MATRIX

Funds are available to homeowner associations and/or neighborhood groups located in the Town of Jupiter to enhance the external appearance or the safety/security of their community. The project must be a benefit to not only the Community but the entire Town, and not be routine maintenance.

Each Applicant was required to provide the following:

1. Detailed description of the project (including pictures)
2. Detailed line item budget & 3 bids
3. Letters of support/petition from residents or meeting minutes where project was discussed and approved
4. All questions on the application answered thoroughly and in detail

NAME OF DEVELOPMENT: _____

PROJECT DESCRIPTION UP TO 30 POINTS _____

- *Applicant provided a description of the project, its location, and information about if it is part of a greater improvement plan. Applicant included a map and a landscape plan, if applicable.*

BENEFIT TO TOWN UP TO 30 POINTS _____

- *The project will benefit the Town and its residents. It will be visible to adjacent communities, and it will have a long-lasting positive effect on the neighborhood.*

COMMUNITY INPUT UP TO 20 POINTS _____

- *The community contributed to the design of the project and/or will help implement the project. Must include letters of support and/or signed petition; meeting minutes.*

BUDGET DETAILS UP TO 20 POINTS _____

- *Applicant provided a budget of how the funds/match will be used and 3 apples-to-apples bids.*

TOTAL POINTS AWARDED: _____/100

Comments:

2024 Matching Grant Program - Points Distribution

Committee Results (Average number of points received)

Neighborhood	Project Description (30 points)	Benefit to Town/ Neighborhood (30 points)	Community Input (20 points)	Budget Details (20 points)	Total Points (100 max. points)
Canterbury Place	24.21	23.33	16.66	15.00	79.20
Jupiter Bay	29.16	24.16	17.50	17.50	88.32
Jupiter Cove	25.83	23.33	20.00	15.00	84.16
Jupiter Village 4	24.16	21.66	18.33	17.50	81.65
Jupiter Village 9	21.66	20.00	10.83	18.33	70.82
Maplecrest	21.66	24.16	17.50	14.16	77.48
Martinique	24.16	20.83	10.83	16.66	72.48
Ocean Parks	24.16	26.66	20.00	14.16	84.98
Sonoma Isles	24.16	10.00	16.66	15.83	66.65
Stonebriar	23.33	23.33	3.33	16.66	66.65
RANKINGS (1-9)	Rank				
Jupiter Bay	1				
Ocean Parks	2				
Jupiter Cove	3				
Jupiter Village 4	4				
Canterbury Place	5				
Maplecrest	6				
Martinique	7				
Jupiter Village 9	8				
Sonoma Isles	9				
Stonebriar	9				

TOWN OF JUPITER
Facility Use Agreement with St. Lucie County for Vehicle Operations Training



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	David England, Chief of Police
SUBJECT	Facility Use Agreement with St. Lucie County for Vehicle Operations Training in the amount of \$2,025

EXECUTIVE SUMMARY

Town Staff is requesting Town Council approval in authorizing the Chief of Police to execute a Facility Use Agreement with the St. Lucie County Board of Commissioners. This agreement allows the Police Department to conduct vehicle operations training at the St. Lucie County Fairgrounds Equestrian and Event Center in Fort Pierce.

BACKGROUND

As part of its annual training program, the Jupiter Police Department conducts Pursuit Intervention Technique (PIT) training. This training is unique as it requires a large area with minimal obstacles to safely practice the maneuvers. The St. Lucie County Fairground property has been inspected by the department training staff and has been identified as a suitable location to conduct this training. Six training days have been tentatively scheduled pending the approval of this agreement. St Lucie County requires the completion of the attached Facility Use Agreement prior to permitting use of the site. There is a total cost of \$2,025 for the use of the site for the six scheduled days. These funds were included in the FY 2024 operating budget.

RECOMMENDATION

Authorizing the Chief of Police to execute the initial Facility Use Agreement with the St Lucie County Board of Commissioners and any subsequent similar agreements that may be required due to modifications in the scheduled dates for vehicle operations training.

ANALYSIS

STRATEGIC PRIORITY

- Safety

ATTACHMENTS

1. 2024 Jupiter PD Driver Training Contract REVISED
2. Town of Jupiter 2024 Estimate REVISED 3-29

FUNDING SOURCE

Approved in Budget \$2,025 GL account 00135021-544000

For more information or copies of the attachments, please contact Major Donald Hennessy Jr. at donaldh@jupiter.fl.us or 561-741-2236.

**ST. LUCIE COUNTY FAIRGROUNDS EQUESTRIAN & EVENT CENTER
FACILITY USE AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2024, between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter known as “County” or “Lessor”, and **TOWN OF JUPITER**, or its successors, executors, administrators, and assigns, hereinafter known as “Lessee”.

IN CONSIDERATION of the mutual benefits received by each party, the parties mutually agree as follows:

1. Premises & Terms

A. The County hereby leases to Lessee the following facilities located in St. Lucie County, Florida, hereinafter known as the “Premises” as depicted on the Exhibit “B” map: **Midway Oval: St. Lucie County Fairgrounds; located at 15601 W. Midway Rd. Fort Pierce, FL 34945.** The sole purpose of the lease shall be for the **Driver Training**, hereinafter known as the “Event” to be held on: **Varius Days: May 15-16, June 20-21, , and July 18-19, 2024; 9am-5pm.** An itemized statement of charges for the event will be included on Exhibit “A”.

B. The “Fairgrounds Representative” for the County is Laura Cubbedge at (772) 462-5214 and shall hereinafter be referred to as the “Representative”. The Event Manager for Lessee is **Robert Given – 561-741-2204.**

2. Use

A. Lessee shall use the Premises only for the use stated in Exhibit “A” attached and shall not use or permit the Premises to be used for any other purpose. Lessee shall obtain any and all permits and licenses, comply with any and all requirements and pay any and all taxes, fees and charges prescribed by federal, state and local laws, ordinances, rules and regulations which pertain to or arise in connection with Lessee’s use of the Premises, the presentation of the Event, or Lessee’s operations.

B. Further, Lessee shall not take any action or fail to take any action which shall cause County to be in breach of any contract, obligation or duty the County may have to a third party at the time of the Event, or pursuant to any applicable laws, rules or regulations.

C. Lessee shall not use or occupy the Premises in violation of: (1) any rules and regulations promulgated by County for the Premises from time to time; or (2) any law or ordinance affecting the premises or County’s facilities. Lessee shall comply with any directive of any governmental authority with respect to Lessee’s use or occupancy of the Premises. Lessee acknowledges receipt of Fairground rules and agrees to comply with them, as they may be amended.

D. Lessee shall not do or permit anything on or about the Premises which will in any way damage the Premises, obstruct or interfere with the rights of other tenants or occupants of County’s facilities, or injure or annoy them, or use the Premises or allow them to be used for any unlawful purpose. Lessee shall not cause, maintain or permit any nuisance in, on or about the Premises, or commit or allow any waste in or upon the Premises.

E. Unless specifically approved by the County, no event shall continue past midnight without an additional charge. Lessee shall remain at the Event until the Load Out is complete, regardless of the times indicated on Exhibit “A”.

F. Lessee shall not admit to Premises a larger number of persons than indicated on Exhibit "A" or additional charges shall apply. In no case, shall the number of persons exceed the capacity of the leased portion of the facility. No portion of the sidewalks, entries, passages, vestibule, halls, stairways or access to public utilities shall be obstructed or used for any other purpose than ingress and egress.

G. Should any visible danger or hazard be observed by the Lessee or brought to his/her attention, Lessee shall notify the Coordinator or other County staff immediately. Lessee shall prevent guests, vendors, contractors and other invitees from entering, using or being near the danger or hazard.

H. Lessee shall be responsible for obtaining the necessary permits for any vendor tents larger than 10'X40' from the St. Lucie County Fire Marshall's office.

I. Events that are scheduled for the sale of goods must be a trade show type of event featuring multiple vendors with sizeable space set aside for local businesses, as defined in the [St. Lucie County Purchasing Manual \[Section 5.3\]](#) to participate. Events that exclude vendors that meet the Facilities requirements are prohibited.

J. Local business as defined by Section 5.3 of the Purchasing Manual; shall mean a business which meets all of the following criteria:

- a. Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, or Martin County for at least one year immediately prior to the insurance request for proposals by the County. The fixed office or distribution center must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address.
- b. Hold any business license required by St. Lucie County; and is the principle offeror who is a single offeror; a business which is the prime contractor and not a subcontractor, or a partner or joint venture submitting an offer in conjunction with other businesses.

Lessee's Initials N/A

3. Ticket Attendance/Participation

A. Any Lessee managing a ticketed event pursuant to the terms of the Agreement, must provide verifiable proof of ticket sales seven calendar days prior to the date of the event in a manner acceptable to the County. The County reserves the right to request additional daily verification of ticket sales leading up to the event.

B. Any Lessee managing a sporting event/tournament with multiple team registrations or an event with multiple exhibitors/participants pursuant to the terms of the Facility Use Agreement must provide verifiable proof of participation seven calendar days prior to the date of the event in a manner acceptable to the County. The County reserves the right to request additional daily verification of participation leading up to the event.

C. This information is required so the County may properly staff, provide food service, verify security, and establish proper traffic controls for all events. Failure to provide accurate, verifiable attendance/participation numbers as required will result in loss of security deposit and possible event cancellation.

Lessee's Initials

4. Equestrian/Livestock Events

A. All equestrian or livestock events will comply with all the regulations of the State of Florida Animal Health Division.

B. Show management will require proof of a negative Coggins test for each horse participating in the show/event.

C. Show management will ensure that all participants in the show/event under the age of 16 will wear a helmet in accordance with "Nicole's Law" unless otherwise exempt.

D. Show management will give the participants a written document which the participant or a legal guardian will sign with the Florida Equine protection law information included.

E. All medical waste must be kept separate from manure and trash and properly disposed of in the provided receptacles.

Lessee's Initials N/A

5. Rent

A. Lessee shall pay to the County as rental for the Premises, the amount as identified in Exhibit "A". An Event deposit of at least 50%, or a purchase order for the full amount, of the total amount identified in Exhibit "A" is due at the time this agreement is executed. This agreement shall not be valid without payment, or Purchase Order, and submission of all required documents in compliance with this Agreement.

B. Payment in full per Exhibit "A" is due no less than 30 days after the event.

C. The rental period shall begin and end on the day and time stated in Exhibit "A" and includes set-up and breakdown. All other expenses shall be outlined in Exhibit "A" attached hereto and by reference made a part hereof. Lessee may request County's permission to use the Premises beyond the time in Exhibit "A". Should permission be granted, although County shall not be obligated to grant said request, Lessee shall pay County in addition to normal hourly rental charges, an additional hourly rate of \$100.00 for each hour past midnight plus personnel charges two times the normal rate for each quarter hour beyond the time in Exhibit "A".

D. Lessee shall pay and satisfy County for any and all additional expenses that may accrue during Lessee's Event in lawful money of the United States of America, cashier's check, credit card or certified check at the office of the Coordinator within 10 business days after the Event date. The security deposit shall be used to offset any additional expenses.

6. Security Deposit

If required at the discretion of the Coordinator, Lessee shall pay to the County a security deposit as indicated in Exhibit "A". The deposit will be used to pay for any loss or damages caused by Lessee, for any extraordinary cleaning the County must do because of Lessee, any additional charges incurred as shown on the Event Reconciliation or for any other charges due and unpaid. The County agrees to return any security deposit not used within 60 days of event date.

7. Cancellation of Agreement

Should Lessee desire to cancel this Agreement and if notification to County of such desire is given in writing at least 60 days prior to the first date upon which possession is to be had hereunder, the County shall refund the full amount. If cancellation is subsequent to 60 days but prior to 30 days there shall be a fifty (50) percent refund of the rent. If cancellation is within 30 days or less of the Event date there shall be no refund. In the event Lessee shall not cancel this Agreement, the County shall be entitled to retain said sum and any other costs incurred and seek any and all remedies available to it in law or equity.

8. Emergencies

A. In the case that the County considers or declares a state of emergency, the County may determine the fulfillment of this Lease is not possible.

B. In case the Premises or any part thereof shall be destroyed or damaged by hurricane, fire, water, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Lease by the County impossible including, without limitation thereto, the necessity of the County to use the premises during an emergency.

C. Then and thereupon that either 8(A) or 8(B) occurs, this Lease shall terminate and the Lessee shall pay rental for said premises only up to the time of such termination at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this Lease be so terminated.

9. Alterations

A. Lessee agrees that any change, alteration or addition to the Premises or to any equipment of the County therein desired by Lessee shall be subject to the prior written approval by the Coordinator and, except as so approved by the Coordinator, shall not be permitted.

B. In the event of any such approved change, alteration or addition, the entire cost of such change, alteration, addition, installation, removal or replacement shall be borne by Lessee.

10. Concessions

A. The County has an approved list of concessions vendors, it is the lessee's responsibility to choose a provider. The County will include a list of vendors when the contract is signed. The Lessee shall call the providers to ascertain the best provider for the event. The Lessee must notify the County of the vendor choice a minimum of three weeks before the scheduled event.

B. If the Lessee wishes to use a provider that is not on the Approved Concessionaire list they must have the Concessionaire apply to be on the list. The County will provide the Mobile Concession Application to the Lessee and/or the concessions provider. A completed application may take up to three weeks to be processed by the County. The Concessionaire must return the application and all the requested documents to:

St. Lucie County Fenn Center; Vendor Applications
Attention: Event Specialist or Venue Coordinator
2000 Virginia Ave.
Ft. Pierce, FL 34982

Vendor application and approval fees apply. Alcohol may be provided by concessionaire if concessionaire has the proper licensing and insurance.

C. The Lessee's Concessionaire is responsible to pay the County the following fees:

- less than 999 attendees the concession payment is a flat \$75.00 fee.
- more than 1000 attendees the concession payment is a flat \$150.00 fee.
- Alcohol is \$1.00 per person age 21+ and over not to exceed \$1000.00

11. Catering

A. The Lessee is required to use a Caterer that is on the County's Approved Caterer List.

B. If the Lessee requests a Caterer that is not on the list an application will be provided to the Lessee and/or the caterer. A completed application may take up to three weeks to be processed by the County. The Caterer must return the application and all the requested documents to:

St. Lucie County Fenn Center; Caterer Applications
Attention: Event Specialist or Venue Coordinator
2000 Virginia Ave.
Ft. Pierce, FL 34982

C. The Lessee is responsible for the catering fees to St. Lucie County. The fees for catered events:

- Breakfast \$1.00 per person
- Lunch \$1.00 per person
- Appetizers \$1.00 per person

- Dinner \$2.00 per person
 - Multi-meal \$3.00 per person
- All fees will not exceed \$1,000.00

D. Alcohol may be provided by the caterer if they have the proper licensing and insurance. If alcohol is provided there is an additional fee. Lessee is responsible for the alcohol fee.

- Alcohol is \$1.00 per person 21 and over; not to exceed \$1000.00

12. Self-Serve Food

A. Self-serve food is only applicable to family groups. No public events or events that have food sales may cook and provide food without proper licenses and insurance.

B. Lessee may not provide self-serve alcohol. Alcohol may only be provided by a County approved caterer or Alcohol provider.

C. Outside alcohol is prohibited on the grounds. If event security or County staff observe outside alcohol at an event it may be shut down.

D. If the Lessee would like to use a licensed alcohol provider that is not on the list an Alcoholic Beverage Provider Application will be provided to the Lessee and/or the provider. The Lessee or Provider are responsible for paying the Application and Approval fee for the application. A completed application may take up to three weeks to be processed by the County. The Alcohol Provider must return the application and all the requested documents to:

St. Lucie County Fenn Center; Alcohol Provider Applications
Attention: Event Specialist or Venue Coordinator
2000 Virginia Ave.
Ft. Pierce, FL 34982

E. The Lessee is responsible for the food and alcohol fees:

- Food Is \$1.00 per person
- Alcohol is \$1.00 per person ages 21 and over not to exceed \$750.00

Lessee's Initials N/A

13. Gross Receipts:

The Term Gross Receipts as used in this Agreement means all monies paid or payable to or considerations of determinable value received by the Lessee for sales made, transactions had for alcohol, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value; provided, however, that any taxes imposed by law which is separately stated to and paid by a customer and directly payable by the Lessee to a taxing authority and sales refunds shall be excluded therefrom.

14. Records

A. The Lessee shall maintain during the term of this Agreement all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document its activities pursuant to this Agreement and all monies collected hereunder, not limited to gross receipts. The form of all such records and reports shall be subject to the approval of the County Administrator or their designee prior to commencement of operations, and subsequent recommendations for changes, additions, or deletions.

B. If required, the Lessee shall furnish to the Coordinator daily, a report of gross receipts during the event, on forms approved by the County. This report shall be signed by the Lessee certifying to the accuracy of such gross receipts.

C. The Lessee shall allow the County Administrator or their designee to inspect all or part of the compilation procedures for the aforesaid reports including but not limited to allowing County staff to be present during all sales. Said inspection is at the sole discretion of the County Administrator or their designee.

D. All records of the Lessee necessary to verify the report set forth herein shall be available to the County Administrator or their designee and the county's auditors at a reasonable location in St. Lucie County, Florida, for a period of five (5) years after the end of any Agreement year.

15. Public Records

The Lessee shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Lessee in conjunction with this Contract. Specifically, the Lessee shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Lessee upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

16. Sales Tax

The Lessee shall be liable for the prevailing State of Florida Sales and Use Tax (currently at the rate of 7%) on the amounts payable to the County under this Agreement.

17. Payment of Fees

A. The Lessee shall pay all fees, charges and revenues and submit all documents and reports required by this Agreement to the following:

St. Lucie County Fairgrounds Equestrian & Event Center
Attn. Laura Cubbedge
2300 Virginia Ave.
Fort Pierce, Florida 34982

B. In the event Lessee fails to pay any of the fees, charges and revenues as required to be paid under the provisions of this Agreement within 30 days after the same shall become due, interest at the rate of one and one-half percent (1-1/2%) per month shall accrue against the delinquent payment(s) until same are paid.

C. Personal or business checks will only be accepted for payment made more than 30 days in advance of the due date. If the check is returned to the County as not payable by the bank, an additional charge shall be due from the Lessee and the Event will not be considered reserved until full payment is received in the form of cash, cashier's check, money order, certified check or credit card.

D. Implementation of this provision shall not preclude the County from terminating this Agreement for default in the payment of rentals, fees, or charges, or from enforcing any other provisions contained herein.

18. Security Personnel

A. The County shall determine the level of security protection needed. Lessee shall procure and maintain, at its expense, such security during the Event.

B. Lessee shall provide the County at least 30 days before the Event, with proof, in a method acceptable to the County, of having retained the level of security determined needed by the County.

C. At least one St. Lucie County Sheriff's officer is required to be present at the Event when alcohol is served. The County shall determine the number of Sheriff's officers with arrest powers required and shall provide Lessee with the name and phone number of the security coordinator for the St. Lucie County Sheriff's Office. Notwithstanding anything herein to the contrary, nothing herein shall obligate County to provide security for the Event or at any other time.

D. In the event that the County, in its sole discretion, determines that Lessee's security requirements are not adequate or being met in full, County may require Lessee to employ additional security personnel for the Event, at Lessee's own cost.

E. The County may cancel this Agreement if Lessee fails to retain at least the minimum security required by the County. County shall be entitled to retain said sum and any other costs incurred and seek any and all remedies available to it in lien or equity.

18. Electrical/Utilities

A. The County shall furnish customary lighting and electricity for ordinary use only, but shall not be responsible for any accidents, unavoidable delays or temporary power outages. The County shall also furnish water by means of existing appliances, facilities, and drinking fountains. Customary and ordinary use to be determined by the Coordinator. Any additional utility expense above normal and customary use, as determined by the Coordinator, shall be the responsibility of the Lessee and paid to the County.

B. Lessee shall not perform any electrical work or make any modification to any electric outlet on the Premises. If any such work or connection is required, Lessee will first obtain County approval, and have such work done and such connection made by the person, firm or corporation approved by County and at Lessee's expense.

19. Hazardous Materials

A. Lessee shall not bring onto the Premises or County's facilities any material, substances, toxic or hazardous materials, equipment or objects which, in the sole judgment of the management of the County, is likely to endanger the life of, or cause bodily injury or harm to, any person on the Premises or County's facilities or which is likely to constitute a hazard to property thereon. County shall have the right to refuse to allow any such material, substances, equipment or objects to be brought onto the Premises or County's facilities and the further rights to require or to obtain its immediate removal therefrom if found thereon.

B. The Lessee shall not, without written consent of the Coordinator, put up or operate any engine or motor or machinery on the Premises or use oils, candles, burning fluids, camphene, gasoline or similar liquid for either mechanical or other purposes, or any other agent other than electricity for illuminating the Premises. Candles with flame must be covered.

20. Right of Entry

County and/or its designated agents shall have the right to enter and inspect the Premises being leased or utilized by Lessee at any time. County further reserves the right to itself and third parties with whom County has a contractual relationship to enter the Premises at any time during the lease term to perform services required of or permitted to County herein, such as concessionaire, janitorial and repair or replacement services. County shall use reasonable efforts to minimize interference with Lessee's Events.

21. Maintenance

A. Lessee shall not nail, glue, tack, tape or attach anything in a manner that will damage the floor, walls, pillars or doors of the Premises. Signs should be freestanding and banners may be hung as approved by the Coordinator and in the manner required by the Coordinator.

B. During the term, Lessee shall maintain the Premises in good order, condition and repair and Lessee shall leave and surrender the Premises in good order, condition and repair at the end of the term hereof and shall remove all its personal property, fixtures and decorations from the Premises and immediately repair any damage caused thereby.

C. The Lessee shall be responsible for any and all damage to the Premises and to County's property therein caused, directly or indirectly, by Lessee or Lessee's agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees, whether accidental or otherwise.

D. If Lessee shall fail to surrender the Premises in good order, condition and repair and County is required to make repairs or incur clean-up costs by reason thereof, County may deduct from the security deposit such costs as are necessary to cover the costs of the repair or clean-up. If the deposit is insufficient to cover such costs, Lessee shall be required to pay the amount due within 10 business days after the Event Date.

22. Indemnification

A. Lessee will indemnify, defend and hold County, St. Lucie County Board of County Commissioners, its officers, directors and employees, harmless from any and all liability, loss, damage, costs, expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this Agreement, the performance or breach thereof, or the use or occupancy of the Premises, the parking area or other areas of the facilities by Lessee or Lessee's agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees; and in the event that suit shall be brought against County, either independently or jointly with Lessee on account thereof, Lessee will defend any such suit or suits at the sole cost of Lessee; and in the event of final judgment being obtained against County, either independently or jointly with Lessee, then Lessee will pay such judgment immediately, with all interest and costs thereon, and shall hold County harmless there from.

B. In the event Lessee shall fail to defend any such action on behalf of County to the satisfaction of County, County may, but shall not be obligated to, defend the same by counsel of its choice, the cost of which defense to be borne exclusively by Lessee and paid by Lessee in such intervals and in such amounts as County shall demand.

C. The rent paid by Lessee includes consideration for Lessee's covenant to indemnify the County. Nothing in this Agreement shall be construed to affect in any way the County's rights, privileges and

immunities, including sovereign immunity as provided by laws as set forth in Section 768.28, Florida Statutes.

23. Insurance

A. Lessee shall procure and maintain throughout the term of this Agreement comprehensive general liability insurance providing for a minimum of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate, written by such insurance company as shall be acceptable to County. Lessee's insurance shall cover all activities of any subcontractors and any individual or company providing services or this event.

B. Lessee shall procure and maintain throughout the term of this Agreement a waiver of subrogation endorsement to its general liability insurance policy. Lessee hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Lessee shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

C. Lessee shall name St. Lucie County as an additional insured under said policy and a certificate of insurance showing the additionally insured and specifying the deductible of said policy shall be delivered to County no later than thirty (30) days before the commencement date of the term as set forth in Exhibit "A". The certificate shall provide for thirty (30) days prior written notice from the insurer to County of any cancellation or amendment to said insurance policy.

D. In the event that Lessee fails to deliver said certificate to County in the above stated manner, County may cancel this Agreement or, but shall not be obligated to, procure the required policy and charge its costs to Lessee as additional rent, to be paid by Lessee thirty (30) days before the first day of the commencement of the term hereof.

E. In the event the Lessee has vendors that offer an activity to the public, the Lessee is required to provide a certificate of insurance naming St. Lucie County as an additionally insured from each booth's vendor at least (5) five days before the event.

Lessee's Initials

24. Liquor Liability Insurance

A. If the County has a contract with a vendor for the providing and serving alcoholic beverages, the Lessee shall utilize the vendor unless mutually agreeable to all parties, including the vendor.

B. The Lessee shall provide the County with evidence of insurance to cover general liability with limits of \$1,000,000.00 per occurrence \$2,000,000 aggregate as well as Liquor Liability in the same limits for the sale of alcohol no later than thirty (30) business days before the commencement date of the term as set forth in Exhibit A.

C. The Lessee shall provide the County with evidence of a waiver of subrogation endorsement to its Liquor Liability Insurance policy. Lessee hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Lessee shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

D. The St. Lucie County and the Lessee shall be named Additional Insured on the certificate of insurance.

25. Damage to Personal Property

County shall not be liable for any loss or damage to the property of Lessee, or to any person bringing property into Lessee's Event. County shall not be responsible for the theft, loss, or damage to Lessee's

property or property belonging to anyone with whom Lessee may have contractual relations as to the use or partial use of the Premises, or property belonging to any employee, agent, guest, patron or invitee of Lessee.

26. Natural Damage or Force Majeure

A. If the Premises or any part of the Premises is destroyed or damaged by fire, the elements, mob, riot, war, civil commotion, strike or labor disputes or act of God or any other cause, or event beyond the control of County, or any part of the facilities of County of which the Premises are a part be made impractical for use by any cause, County, may at its discretion, terminate and void this Agreement. Lessee shall be liable for rent, charges for staff and services, and additional utility charges which have accrued only as to the time of termination, if any.

B. However, if such impossibility of performance shall be due to the act or omission of Lessee, its agents, employees, members, licenses, or invitees, then Lessee shall be liable for the entire rent charged hereunder as well as all accrued charges in addition to such other damages as may result from such acts or omissions.

C. Lessee hereby waives any claim for damages or compensation from County on account of such termination. Payment of County deposit shall be Lessee's sole remedy in the event of termination hereunder and Lessee expressly waives any claim for damage or compensation should the Agreement be so terminated.

27. Surrender of Premises; Disposal of Property

A. Immediately upon the expiration of the term specified in Paragraph 1 hereof, Lessee shall remove from the Premises all property of whatever nature brought thereon by Lessee, its agents, representatives, exhibitors, guests, patrons or invitees, and further agrees that if such property be not so removed, County may forthwith possess, remove, dispose of and/or store same at the County's sole discretion and Lessee's sole cost and expense.

B. Lessee further agrees that if possession of such property so removed and/or stored is not taken by Lessee and the costs and charges for such storage and/or removal are not paid within five (5) days from the date of the removal and/or storage, County, at its option, may cancel all such costs and charges and become the legal owner of such property or may cause same to be sold and apply the proceeds from such sale to the payment of such costs and charges; provided, however, that if, in the judgment of County, any or all such property has no ready market value, County either before or after removal and/or storage may make such disposition thereof as it deems proper and shall not be liable or responsible to Lessee in any way because of such disposition.

28. Materials Presented

A. Lessee shall be solely responsible for all licenses, fees, charges or other requirements to present or allow the presentation of any composition, work or material during the Event or in advertising thereof which is covered by copyright, trademark, patent or other intellectual property right.

B. Lessee shall indemnify, defend and hold County harmless from any and all loss, damage, costs or expense, including, without limitation, attorney's fees, pertaining to or arising from any claim of infringement or misappropriation of such copyright, trademark, patent or intellectual property right.

C. The Lessee, whether artist, promoter, or production company, and the Lessee's representative warrant that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives, and agree to indemnify and hold St. Lucie County harmless from and against any and all claims, losses, liability, expenses, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions including attorney's fees of any kind and nature arising or growing out of or in any way connected with the use of such copyrighted material.

D. The Lessee agrees to and accepts the unequivocal right of the Fairgrounds Coordinator to cancel any event if evidence or information is presented that the above-described have not been obtained. Lessee hereby waives any claim for damages or compensation should this Agreement be so terminated.

29. Tickets and Collections

A. If all or any part of the Event provided in Exhibit "A" requires the sale of tickets, County may, at its option, provide ticket sellers and ticket collectors. The County shall determine the number, days and times the ticket sellers and ticket collectors shall be needed. Lessee agrees to reimburse the County for all costs associated with the use of the ticket sellers and ticket collectors.

B. In the handling, control, custody, and keeping of receipts and funds, whether the same are received through the box office or otherwise, the County is acting for the accommodation and sole benefit of the Lessee and that as to such receipts and funds the County shall be responsible only for gross neglect or bad faith.

30. Assignment

A. The County reserves the right to freely assign this Agreement. The Lessee, however, shall not assign this Agreement to any other persons or firm without first obtaining County's written approval. In addition, the Lessee shall not have the right to assign any or all of its rights and interests under this Agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County.

B. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) or more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity.

C. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

31. Subletting

Lessee shall not sub-lease the whole or any part of the Premises, except that, if the Event is a trade show or similar event, this paragraph shall not prohibit Lessee from subleasing individual booths to separate exhibitors during the Event. In any event, Lessee shall remain primarily liable under the terms and conditions of this Lease, including insurance coverage for all vendors and exhibitors.

32. Lewd, Indecent, Immoral or Illegal Materials

No lewd, indecent, immoral, obscene or illegal acts, conduct, language, pictures or portrayals shall constitute or be included in the activities or Event presented by Lessee on the Premises and Lessee agrees to abide and to be bound by the sole decision of the Coordinator as to the propriety and prohibition of the same from the Premises should any questions of propriety arise under this paragraph.

33. Default

A. In the event of the breach by Lessee of any provision of this Agreement or in satisfaction of any debt obligations on the part of Lessee to County, County is hereby given the right to take and retain possession of any personal property of Lessee that now or hereafter may be located on or within the Premises and to sell same, without notice, at either public or private sale.

B. In the event of such sale, proceeds shall be applied first to discharge the cost of taking possession, storing and selling the goods so seized, then towards the discharge of such debts or obligations of Lessee to County and the balance, if any, to Lessee.

C. It is expressly understood and agreed that, without prejudice to any other rights or remedies that may be available to County, in the event of the breach by Lessee of any one or more of the provisions of this Agreement, County may refuse to allow Lessee to take possession of the Premises or, if Lessee is already in such possession, may stop and prohibit all activities of Lessee on the Premises and oust Lessee there from.

D. Neither the County nor its Coordinators, agents, employees or servants shall be responsible to Lessee for doing any or all such things authorized by this paragraph. Lessee hereby waives any claim for damages or compensation should this Agreement be so terminated.

34. Parking

Parking lots for the purpose of parking vehicles are included in the Premises lease. If parking lots are leased for the purpose of exhibit or event presentation, separate fees will be assessed. Nothing herein shall be construed as precluding County from charging for parking of vehicles of patrons attending the activities or Event presented by Lessee hereunder.

35. Promotions; Trademarks

A. Lessee shall be responsible for the procurement and payment of all promotion and advertisement pertaining to the Event; provided, however, that all of Lessee's advertising will be factual and truthful and will include, without limitation, accurate information as to show times and ticket prices.

B. Lessee shall not advertise directly or indirectly that County is the promoter or co-promoter of the Event nor is in any way responsible for the Presentation of the Event other than in providing the location thereof. Advertisements and information shall not list a County facility or staff phone number.

C. Lessee may as authorized by the County to exhibit prominently the County's registered service mark logo, in such colors and configuration as County directs, on all printed material regarding the Event, including, without limitation, all printed advertising, posters, flyers, billboards, discount ticket distributions and the like; provided, however, that use and exhibition of said logo by Lessee shall not operate to create or entitle Lessee to any proprietary rights in said service mark, color schemes or design. As part consideration for the use of County's logo, Lessee agrees to present the Event in a first class manner and to maintain such high quality throughout the term of this Lease.

36. Complete Agreement

This Lease contains a complete expression of the Agreement between the parties on the subjects herein set forth and there are no promises, representations or inducements except such as are herein provided.

37. Limitations on Lessee's Interests

Lessee's interest herein is limited to that of a tenant for the specified term only and nothing herein shall be construed to create an ownership or other interest in Lessee regarding the Premises or County's facilities.

38. Support Services and Personnel:

The Lessee shall arrange and pay for all decorations, signs (subject to the Coordinator's approval or rejection), booth equipment, musical instruments and musicians, and radio, television services, production personnel and security. All contractors and personnel providing these services are subject to the approval or rejection of the Coordinator or designee.

39. The terms of this Agreement do not in any way bind, obligate or require the County to reserve a subsequent time or date for any event to be sponsored by the Lessee not covered by this Agreement.

40. Any matters not expressly covered by this Lease or applicable rules and regulations adopted by the County shall be determined at the sole discretion of the County Administrator. Any matter not herein expressly provided for shall be decided by the judgment of the County through the County Administrator and such decision shall be binding upon Lessee.

41. Interpretation; Venue

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written Agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justifiable in federal court.

42. Dispute Resolution

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Lessee and the County. Any dispute, which is not resolved by mutual Agreement, shall be decided by the County Administrator or their designee who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

43. Mediation

Prior to initiating any litigation concerning this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

44. Antitrust Assignment

The Lessee and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Lessee assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

LESSEE:

BY: _____
TOWN OF JUPITER POLICE CHIEF: DAVID ENGLAND

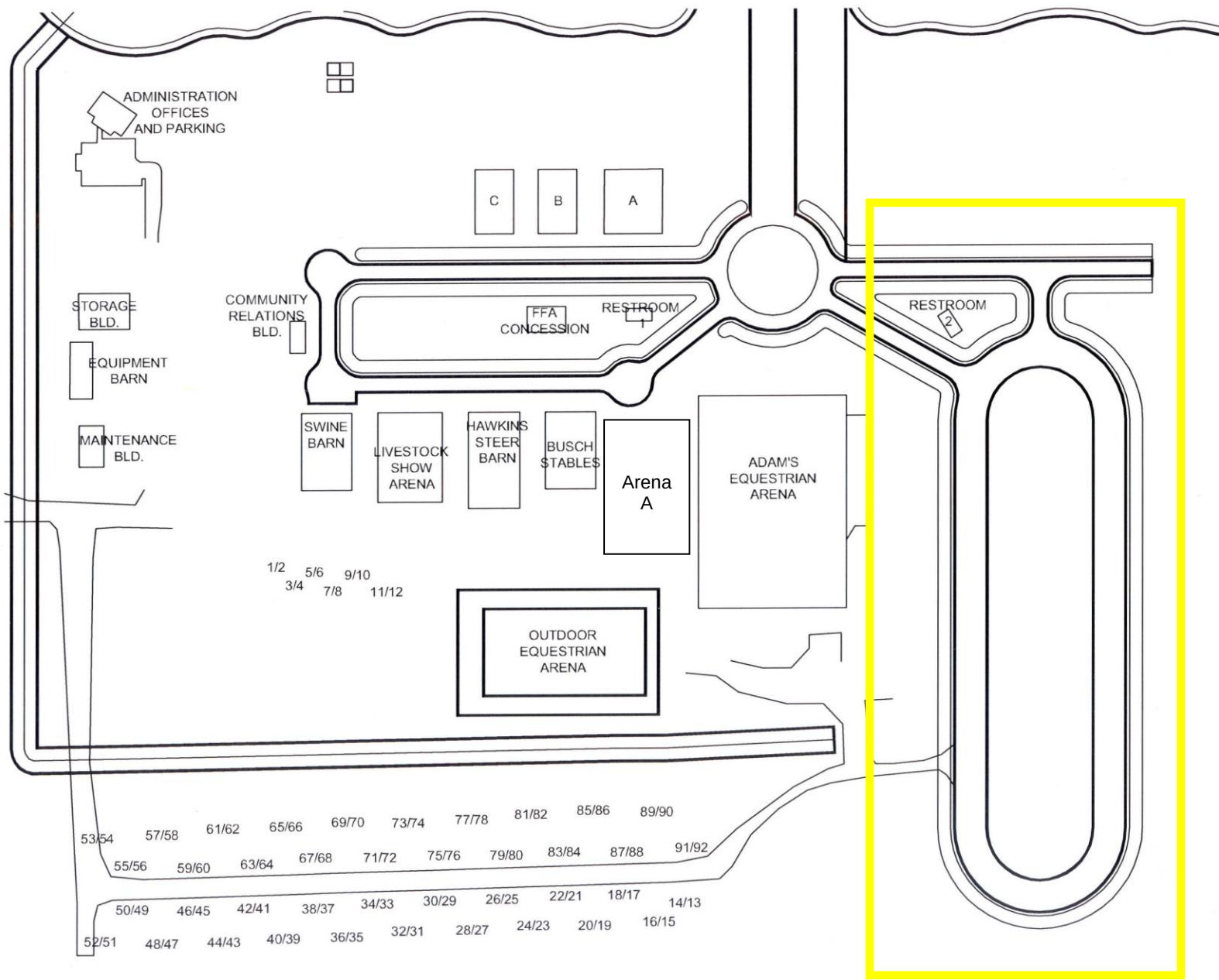
APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
LAURA CUBBEDGE, COORDINATOR

Exhibit "B"



**ESTIMATE OF FEES**

VENUE: St. Lucie County Fairgrounds
PHONE: 772-462-2581 **FAX:** 772-462-2579

Estimate Date: March 29, 2024 **Event Date:** May 15-16, June 20-21, July 18-19, 2024
Event: Jupiter Police Dept Driver Training **Event Day:** Various
No. of Attendees: 30 **Event Times:** 9am-5pm
Contact: Sgt Robert Given **Set Up/Load In:** N/A
Organization: Town of Jupiter **Break Down/Load Out:** N/A
Address: 210 Military Trail **Total Event Hours, inc. Load in/Out:** 60
 Jupiter, FL 33458
Office Phone: 561-741-2204 **Fax:** 561-746-4545
Cell: **E-mail Address:** RobertG@jupiter.fl.us

<u>Facility Use Fee</u>	<u>Rate</u>	<u>Fee</u>
Midway Oval	6 days @ \$450/Day	\$2,700.00

Sub-total	\$2,700.00
Deduct 25% Nonprofit Discount	\$675.00
Revised Sub-total	\$2,025.00
Sales Tax 7%	T/E
FACILITY USE FEE TOTAL	\$2,025.00

<u>Equipment Use Fees</u>	<u>Rate</u>	
		TBD
		TBD
		Sales Tax 7%
		\$0.00
		EQUIPMENT FEES TOTAL
		\$0.00

Staff/Personnel (Does not include cost of any required security personnel)

Event Supervisor (Required)	Staff already onsite	hours @	\$26	\$0.00
Custodial Staff	Staff already onsite	hours @	\$19	\$0.00
STAFF FEES TOTAL				\$0.00

Other Fees

Cleaning Fee		\$0.00
Event Insurance Premium (if applicable)		
Self Service Food Fee	people @ \$1/Person	\$0.00
Alcohol Service Fee	people @ \$1/Person 21 or older	\$0.00
OTHER FEES TOTAL		\$0.00

<u>Security Deposit</u> (refundable)	SECURITY DEPOSIT TOTAL	\$0.00
Payable to St. Lucie County BOCC	TOTAL ESTIMATED CHARGES	\$2,025.00

Other Requirements include but are not limited to:

1. Purchase order and all Required Documents due no less than 30 days prior to event to avoid cancellation.
2. Comprehensive General Liability Insurance Certificate for \$1,000,000 per occurrence, \$2,000,000 aggregate in name of Applicant and naming St. Lucie County as an Additional Insured is required. If needed, event insurance is available at reasonable rates.

Estimate Prepared by: Laura Cubbedge

Estimate Accepted by: _____
 FORM APPROVED MAY 2012

TOWN OF JUPITER
TOWN OF JUPITER ALMA'S PLACE REZONING



DATE	April 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Alma's Place (Tract A) Rezoning:</u> Town initiated Zoning Map amendment for a 1.72+/- acre property located approximately 30 feet northwest of the Town Hall Ave and Killane Drive intersection, changing the zoning from Residential, Single Family (R-1) to Conservation Preservation (CP).

EXECUTIVE SUMMARY

Consideration of a Town-initiated Zoning Map Amendment to change the zoning of a Town-owned property of approximately 1.72 +/- acres from Residential, Single Family District (R-1) to Conservation Preservation District (CP) to align the zoning designation with the Future Land Use designation of Conservation on the property.

ANALYSIS

The subject property was dedicated to the Town on December 23, 1983, via the Alma's Place Plat. It was dedicated for the perpetual use for the public and establishment of a conservation and drainage easement for the preservation of open space. Language on the plat states that should the Town of Jupiter, its successors or assigns, ever develop or endeavor to develop any portion of said tract, except within direct conformity with the requirements of said statute [Florida Statute 704.06], the title to said tract will vest in E.W. Holden, his successors, heirs or assigns. The property is currently managed by the Town for drainage purposes and has a Future Land Use of Conservation. The proposed rezoning of the property provides for consistency with the comprehensive plan, as required by Florida Statute.

Surrounding neighbors who own adjacent developed residential properties have recently approached the Town with interest in pursuing land swaps. Contemplating any transfer of the property could jeopardize the town's ownership of the parcel, based on the reversion provision in the plat dedication language noted above. Staff has assessed each request and did not identify any benefit to the Town to justify considering a land swap. Staff further notes, any disposition of real property by the Town would be required to comply with the procedures outlined in Section 2-3, entitled "Procedures for Sale or Disposition of Real Property". Among these procedures, Section 2-3 requires the property be determined to be in excess to the town's municipal needs, the sale or disposition be adequately advertised in a newspaper of general circulation, and the offers be submitted by sealed bid directed to the town clerk. Neither of these requests are directly associated with the subject request to rezone the property to provide for consistency with the Conservation future land use designation assigned to the property. Both residents have been notified of the assessment and the staff consensus not to entertain their requests. Further information on their requests is included with the Staff Report and attachments.

PLANNING AND ZONING RECOMMENDATION:

At their March 12, 2024 meeting, the Planning and Zoning Commission voted unanimously to approve (by a 6 to 0 vote) the subject Zoning Map amendment.

STRATEGIC PRIORITY

- Manage Growth
- Green, Blue & Open Spaces

ATTACHMENTS

1. Ordinance 5-24
2. Staff Report

FUNDING SOURCE

- Funding is not necessary for this request.

For more information or to request attachments, please contact Thatcher Hart at Thatcherh@jupiter.fl.us and/or (561) 741-2464.

ORDINANCE NO. 5-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 1.72 ACRES OF PROPERTY LOCATED APPROXIMATELY 30 FEET NORTHWEST OF THE INTERSECTION OF TOWN HALL AVENUE AND KILLANE DRIVE FROM THE RESIDENTIAL, SINGLE FAMILY ZONING DISTRICT TO THE CONSERVATION PRESERVATION ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Jupiter (Town) owns a parcel; of real property, the legal description of which are shown in **Exhibit "A"**, and the location of which is shown in **Exhibit "B"** (referred to herein as the "Subject Property"); and,

WHEREAS, the Subject Property was dedicated to the Town on December 23, 1983, as a conservation area, and

WHEREAS, prior to the Subject Property being dedicated to the Town, it was subject to indiscriminate dumping of trash, waste, yard debris and other offensive materials, and

WHEREAS, on June 18, 1985, the Town Council determined that the Subject Property would be subject to the perpetual benefit of the public as open space and preservation and established a conservation and drainage easement on the Subject Property; and

WHEREAS, the Town's Planning & Zoning Department (the Department) recommended that the Subject Property be rezoned from the Residential, Single Family (R-1) zoning district to the Conservation Preservation (CP) zoning district; and

1 **WHEREAS**, the Jupiter Planning and Zoning Commission considered the Department's
2 recommendation and recommended that the Town Council amend the zoning of the Subject
3 Property from "Residential Single Family (R-1)" to "Conservation Preservation (CP)"; and,

4 **WHEREAS**, the Town Council has conducted a public hearing wherein it considered the
5 recommendations of the Department and the Planning & Zoning Commission regarding the
6 recommended zoning to the Subject Property; and,

7 **WHEREAS**, the Town Council has determined that the rezoning of the Subject Property
8 as recommended would be consistent with the future land use designation assigned to the Subject
9 Property pursuant to the Town's Comprehensive Plan.

10 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**
11 **JUPITER, FLORIDA:**

12 **Section 1.** The whereas clauses are incorporated herein and constitute the legislative
13 findings of the Town Council.

14 **Section 2.** The Town Council hereby approves the rezoning of the Subject Property
15 from Residential, Single Family (R-1) to Conservation Preservation (CP). The Subject Property
16 is shown in **Figure "1,"** and Exhibits "A" and "B" all of which are attached hereto are hereby
17 incorporated herein.

18 **Section 3.** In accordance with Section 27-373 of the Zoning Code, the Town Council
19 hereby directs that the Town's Official Zoning Map be amended to reflect the Subject Property as
20 having a Conservation Preservation zoning district.

21 **Section 4.** Severability. If any section, paragraph, sentence, clause, phrase or word
22 of this Ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such
23 holding shall not affect the remainder of this Ordinance.

24 **Section 5.** Repeal of Laws in Conflict. All ordinances or part of ordinances in conflict
25 herewith are hereby repealed to the extent of such conflict.

1 **Section 6.** Effective Date. The provisions of this ordinance shall become effective
2 upon its execution.

3 **Attachments: Exhibit "A" - Legal Description of the Subject Property**
4 **Exhibit "B" - Location Map**
5 **Figure "1" – New Zoning Map**
6

7 #5436568 v1 26503-00001

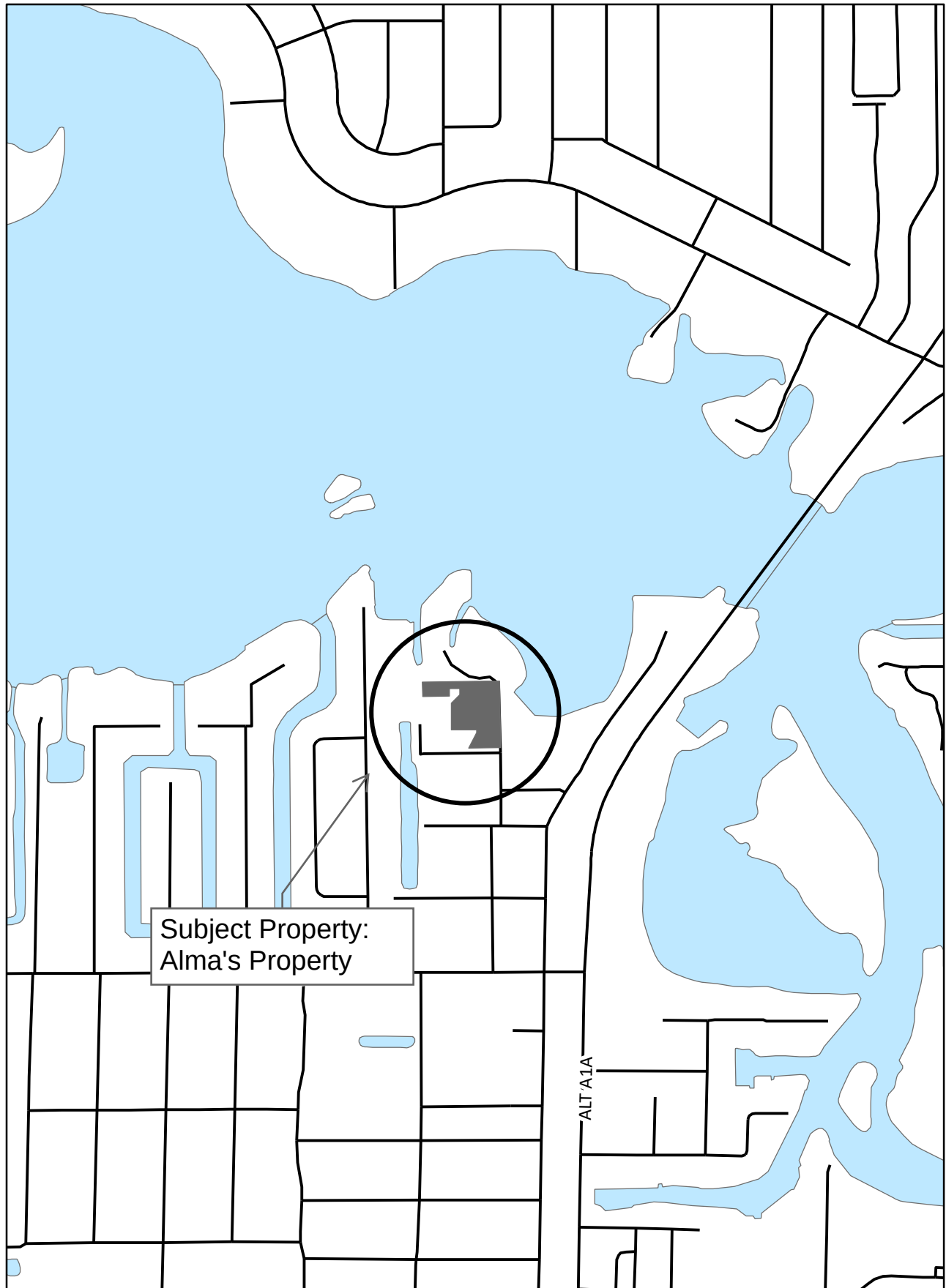
Legal Description

Tract A, Alma's Place, according to the plat thereof as recorded in Plat Book 47, Page 97, Public Records of Palm Beach County, Florida.

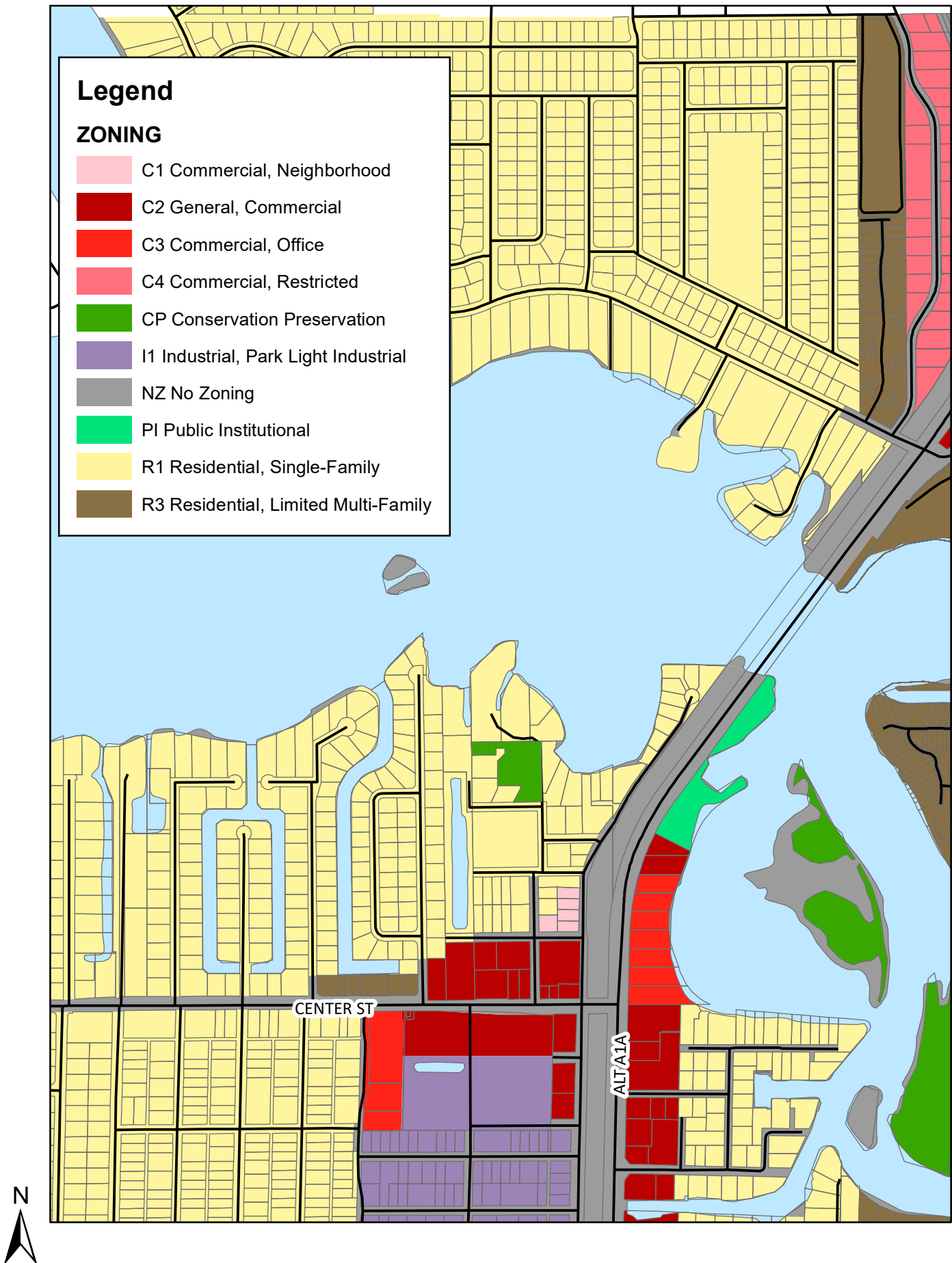
Parcel Identification Number: 30424036150010000

Location Map
Town of Jupiter
Alma's Property Location Map

Exhibit B



Alma's Property New Zoning Map



TOWN OF JUPITER STAFF REPORT FOR ALMA’S PLACE REZONING
TOWN MANAGER’S OFFICE



DATE: April 16, 2024
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning **JS**
SUBJECT: **Alma’s Place (Tract A) Rezoning:** Town initiated Zoning Map amendment for a 1.72+/- acre property located approximately 30 feet northwest of the Town Hall Ave and Killane Drive intersection, changing the zoning district from Residential, Single Family (R-1) to Conservation Preservation (CP).

Ordinance #5-24	P&Z Commission: 10/10/23 (postponed) 03/12/24
PZ 23-5780 T. Hart	Town Council: 04/16/24 (1 st reading) 05/21/24 (2 nd reading)

Project Information

Applicant: Town of Jupiter
Locations: 30 feet Northwest of the Town Hall Ave and Killane Drive Intersection (see Attachment A - Location Map)
Acreage: 1.72 +/- acres
PCN Numbers: 30424036150010000
Property Owners: Town of Jupiter
Present FLUM designation: Conservation
Proposed FLUM designations: Conservation
Existing use of properties: Vacant; Open Space
Existing Zonings: Residential, Single-Family (R-1)
Proposed Zonings: Conservation Preservation (CP)

Planning and Zoning Commission Recommendation

At their March 12, 2024 meeting, the Planning and Zoning Commission, voted to approve (by a 6-0 vote) the subject Zoning Map amendment.

At the October 10, 2023 Planning and Zoning Commission meeting, the Commission voted to postpone the item due to public comment and to allow time to discuss with staff. During public comment, the abutting property owner Mr. Lefkowitz of 951 Killane Drive, expressed concern about how the proposed rezoning of Tract A could negatively impact riparian rights on his property, which may or may not exist.

Staff Compliance Review Summary

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed changes to the Zoning Map for 1.72+/- acres (located as shown on Location Map, Attachment A) from the existing zoning designation of Residential, Single-Family (R-1) to the proposed designation of Conservation Preservation (CP), as shown in the Project Information section of the report (above) **consistent** with the goals, objectives, and policies of the Comprehensive Plan as well as the strategic priorities of the Town Council for Green Blue and Open Spaces.

Table 1. Surrounding land uses and designations – Alma's Property

<i>Location Map – Attachment B</i>		
<i>Location</i>	<i>Existing Land Uses</i>	<i>Future Land Use Designations/ Zoning Districts</i>
North	Residential	Low-Density Residential / Residential, Single-Family (R-1)
South	Residential (Old Town Hall)	Recreation / Residential, Single-Family (R-1)
East	Residential	Low-Density Residential / Residential, Single-Family (R-1)
West	Residential	Low-Density Residential / Residential, Single-Family (R-1)

For a comprehensive view of the above designations that surround the subject properties refer to the existing Future Land Use Map (Attachment B) and Zoning Map (Attachment C). The proposed Zoning designations detailed in Table 2 are shown on the proposed Zoning Map (Attachment D). For clarity, the general locations of the properties included in this application are circled in the attachments.

Background

Alma's Place, Tract A, is a 1.72 +/- acre open space and stormwater management area. Based on the original Pennock Place Plat Book 2, page 67, of the subject property, the land was originally designated for 10 lots and River Road right of way. On September 2nd, 1969, Ordinance No 17-69 was passed by the Town of Jupiter Town Council abandoning the right of way because of a petition to the Town by all contiguous property owners. A replat of the land took place on December 23, 1983, dedicating Tract A (Subject Property) to the Town of Jupiter for conservation area.

After the subject property was dedicated to the Town of Jupiter, the Town acknowledged the fact that during private ownership of the land, the property was damaged by the indiscriminate dumping or placing of trash, waste, yard debris, and other offensive materials. As a result, the Town dedicated it for the perpetual use for the public and established a conservation and drainage easement for the preservation of open space and the protection of the green area contained therein on June 18th, 1985. Further, the Town established an easement for the construction, operation, and maintenance of the storm drainage outfall facilities as permitted by the Department of Environmental Regulation thereon (Attachment E). The subject property (Town-owned) is located northwest of the intersection, as shown in the photo below.

**Alma's Place Rezoning
Map Amendment
Page 3**

As a follow-up to the comments made during the October 22, 2023 meeting, Staff met with the owner of 951 Killane Drive (shown in aerial below), as outlined in the timeline below, to discuss his concerns on the rezoning and its potential impacts on his perceived riparian rights. Later his attorney sent a letter to the Town for review, dated February 2, 2024 (See attachment F).

After the staff report was published for the March 12, 2024 Planning and Zoning meeting, staff received another request to initiate a land swap between the property owner at 123 Killane Drive and the Town for a portion of Tract A (part of the Subject Property). The inquiry was forwarded to the Town Attorney (See Attachment H - Letter from Cohen Norris et. al.) The request was also forwarded to the Town's Utility Department and Stormwater Division to consider the request.

Staff did not identify any benefit to the Town to justify considering a land swap at this time with either adjacent property owner and they both were notified of this determination.



*Property lines are approximate (See Attachment G).

Table 2: Impacts to Town property by the adjacent neighbors

Impacts from 951 Killane and 123 Killane are provided below	
October 5, 2000	123 Killane - Variance approved to build a 3-story house due to existing mangroves on an approximately 11,000 SF lot with about 9,000 SF of mangroves.
February 22, 2017	951 Killane- Mr. Lefkowitz met with Town Staff before purchasing the property to discuss the building envelope and the property's interface with the adjacent Town preserve.
March 15, 2017	951 Killane- Mr. Lefkowitz purchased for \$300,000.
February 2, 2018	951 Killane - Mr. Lefkowitz inquired about a land swap that he noted "could help my setbacks for a future pool, etc."
February 5, 2018	951 Killane - The previous Utility Service Manager noted the land swap would not be supported from a stormwater perspective.
November 17, 2020	951 Killane- Town staff and DEP conducted a site visit after receiving notice about potential mangrove alteration on the subject property (Town-owned) Tract A. Staff identified during this time that Mr. Lefkowitz's pool and kayak/boat launches were impacting Town property.
November 18, 2020	951 Killane- The pool deck built and fill added by Mr. Lefkowitz were encroaching on the Town property. The Engineering division of the Town recommended surveying the property to identify property lines and to remove encroachments.
February 12, 2021	951 Killane- The Natural Resources division sent an email to Mr. Lefkowitz about necessary actions for compliance.
March 5, 2021	951 Killane- Town Staff inquired about whether Mr. Lefkowitz moved forward with a letter to the Town Manager requesting the land swap desired however, Mr. Lefkowitz never followed up.
March 9, 2021	951 Killane- A Town internal email noted the survey was received showing the pool deck was removed from Town property as well as the excess fill.
March 12, 2021	951 Killane- Mr. Lefkowitz emailed Town staff noting he will keep staff updated ahead of time about the land swap letter to the Town Manager.
September 15, 2023	123 Killane - Natural Resources Staff observed piles of fill on the lot and a survey of the property shows mangrove delineation from 2003.
November 21, 2023	Town initiated an application to change the zoning on the Town-owned Parcel A adjacent to 951 and 123 Killane to be consistent with the current Future Land Use Map designation of Conservation. 951 Owner - Mr. Lefkowitz pulled the item from the consent agenda and expressed his concerns over the loss of riparian rights that the owner may or may not have on the lot.
October 24, 2024	Staff met with Mr. Lefkowitz at Town Hall to discuss his concern of whether or not he had riparian rights and if the change in zoning would impact those rights if they exist. During this meeting, it was explained to the resident that Town staff does not agree with the resident's interpretation that there is riparian access on the site due to the lack of navigable waters from the site and the issue of the owner needing to traverse other private property to reach navigable waters was noted. It was recommended that the resident receive a legal opinion on whether or not the property has legal riparian rights and what impacts a rezoning may have on those rights if they exist.

February 2, 2024	951 Killane - Town received a letter from Ryan Law Group, PLLC, on behalf of Mr. Lefkowitz that stated his case for having riparian rights and his desire for a land swap with the Town. The letter does not address whether or not the proposed rezoning application impacts those rights and is under review by the Town Attorney.
March 1, 2024	123 Killane - Natural Resources staff revisited the site and observed potential encroachment on TOJ Property (Tract A) with fill, sod, and gravel parking as well as the filling of wetlands on both the east and west sides of the property. These issues will need further evaluation and follow-up.

Analysis.

Zoning Map Amendment

Criteria for Zoning Map amendments. Pursuant to Chapter 163, Florida Statutes, the zoning district for the subject property must be compatible with the designated future land use.

Four criteria in Section 27-178 are identified for changes to future land use and zoning. A discussion of these four criteria in relation to the proposed zoning district is included below:

1) *The proposed map amendment shall be consistent with the goals, objectives and policies of the Town of Jupiter Comprehensive Plan.*
Staff Comment: the proposed amendment is consistent with the Comprehensive Plan goals, objectives, and policies as well as the existing future land use designation of "Conservation".

2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*
Staff Comment: The proposed zoning map amendment is consistent with the established land uses of the surrounding properties and will have an equivalent or lower impact than the existing zoning designation. The zoning map amendment proposed on the property serves the public needs of the surrounding properties by providing essential services, such as parks, and preserves.

3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*
Staff Comment: The proposed zoning map amendment will not create an isolated zoning designation that is unrelated to the adjacent designations. Conservation Preservation zoning designations are commonly located within or adjacent to other zoning districts because natural areas can be preserved wherever they are found. Often, these areas are preserved as a beneficial set aside required as part of a development's approval. Natural areas can also be created on disturbed lands to create open space and native habitat, as in the case of Tract A (Town-owned), which was subject to dumping in the past before being deeded to the Town.

4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

Staff Comment: The Zoning map amendment on the subject property is necessary to assign a zoning designation that is consistent with the corresponding existing future land use designation.

Conclusions.

Staff supports the requested Zoning Map amendment on the subject property, based on existing and future uses, for the following reasons:

1. The request is consistent and compatible with the existing surrounding land uses;
2. The request will have no significant impacts on public facilities and services; and,
3. The request is consistent with the Comprehensive Plan's goals, objectives, and policies.

Attachments:

Ordinance 5-24

Attachment A – Location Map

Attachment B – Existing FLUM

Attachment C – Existing Zoning Map

Attachment D – Proposed Zoning Map

Attachment E – Dedication of Conservation and Drainage Easements

Attachment F – Letter from Ryan Law Group, PLLC, dated February 2, 2024

Attachment G – Alma's Place Plat

Attachment H – Letter from Cohen Norris Wolmer Ray Telepman Berkowitz & Cohen, dated March 8, 2024

Attachment I – Photos, Aerials, and surveys of subject properties

(Contact Thatcher Hart at 561-741-2464 or email at Thatcherh@jupiter.fl.us for a copy of attachments)

File Path.

V:\PlanningZoning\Staff\WP51\Signature - P&Z\Mar 12, 2024 PZC\Alma's Place Zoning Map Amendments\Staff Report - Rezoning.docx

Location Map
Town of Jupiter
Alma's Property Location Map

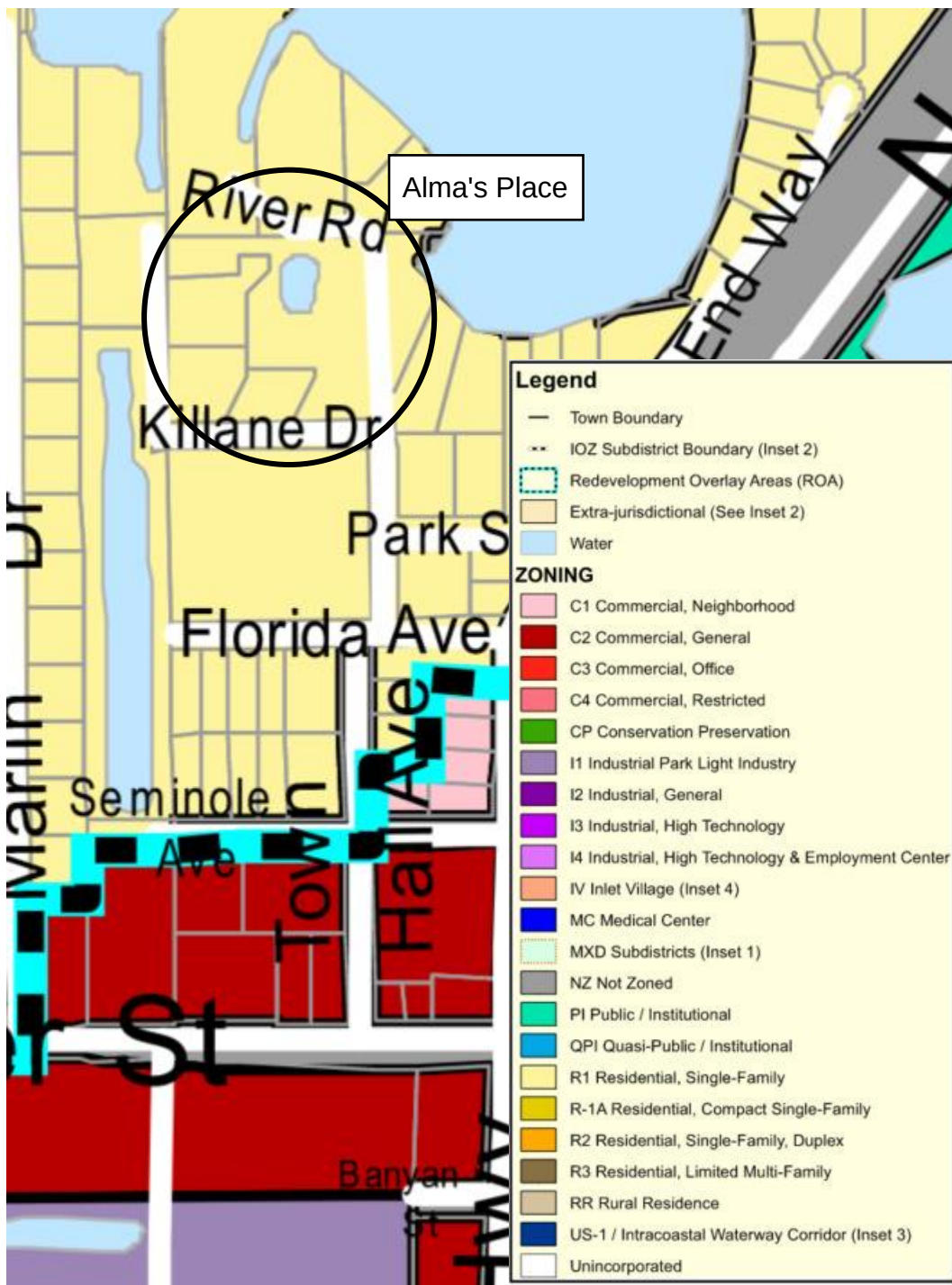
Attachment A



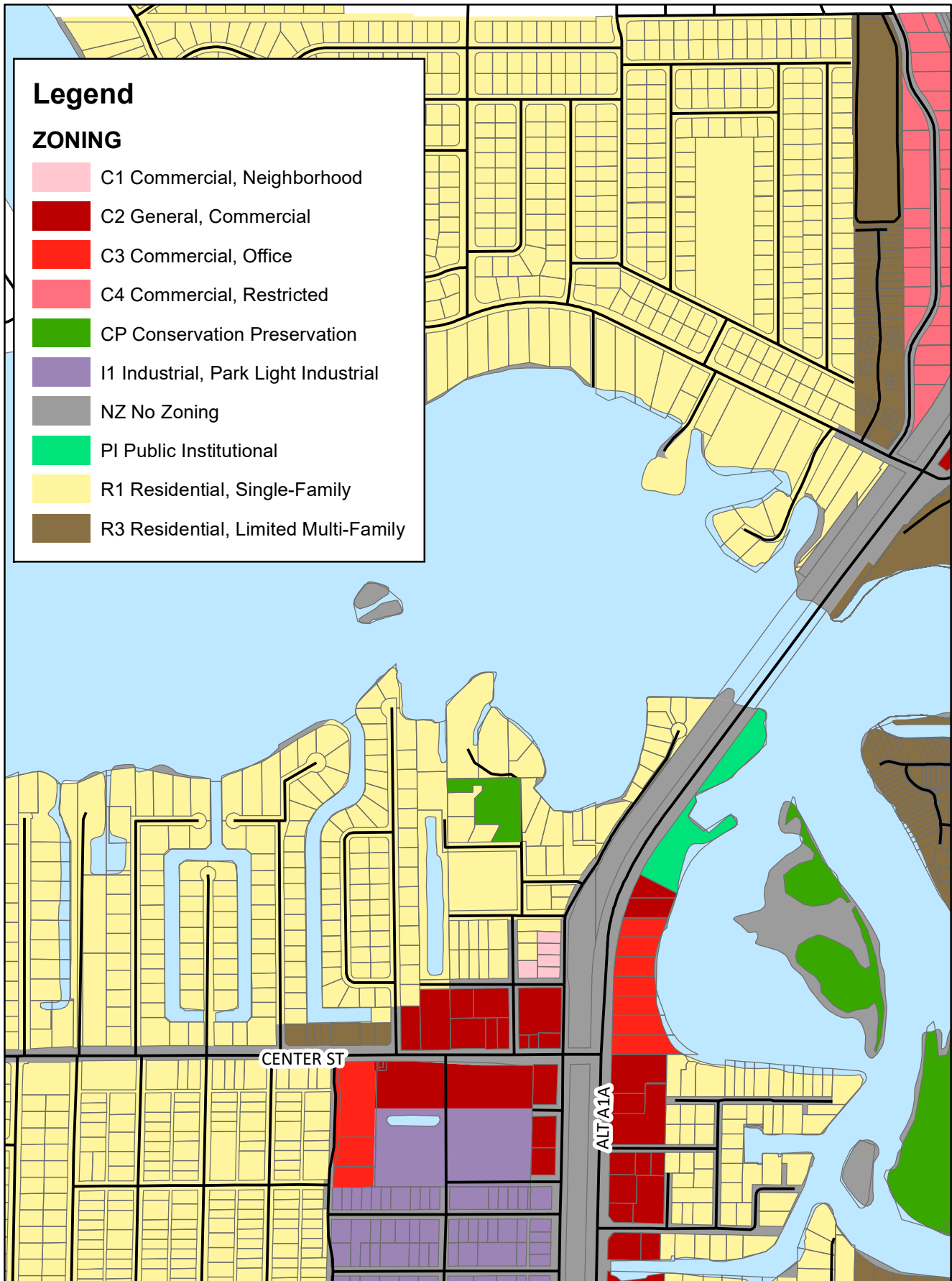
Current Future Land Use Map



Current Zoning Map



Alma's Property New Zoning Map



DEDICATION OF CONSERVATION AND DRAINAGE EASEMENTS
AND ACCEPTANCE OF MAINTENANCE OBLIGATION

THIS INDENTURE, made this 18th day of JUNE, 1985,
by the TOWN OF JUPITER, a Municipal Corporation of the State of
Florida, whose address is 210 South Perry Avenue, Jupiter, Florida,
33458, for the purpose of dedication of conservation and drainage
easements upon the lands and property as hereinafter described, and
to assume the obligation of perpetual maintenance thereof for the
use and purpose intended.

WHEREAS, the Town of Jupiter has heretofore obtained title
to certain property as hereinafter described consisting of a mangrove
wetland area connected to the Loxahatchee River by a previously con-
structed man-made canal; and,

WHEREAS, during the period of private ownership said lands
were impaired and damaged by the indiscriminate dumping or placing of
trash, waste, yard debris and other offensive materials; and,

WHEREAS, the Town of Jupiter has an existing storm drainage
outfall located upon and adjacent to said property which it desires
to relocate and improve; and,

WHEREAS, the Department of Environmental Regulation of the
State of Florida has heretofore issued permit # 500-852-806 to restore
said wetlands area by removing the improperly dumped trash and offen-
sive fill materials, by filling certain existing drainage ditches, by
dredging a new flushing channel, and by the construction of other
works, which relocate and improve the storm drainage outfall facilit-
ies; and,

WHEREAS, as a condition for issuing the permit for the afore-
said work, the Department of Environmental Regulation has requested
the Town of Jupiter to prepare and execute this Indenture for the
Dedication of Conservation and Drainage Easements and Acceptance of
Maintenance Obligation, and to file same of record; NOW THEREFORE,

85 167792

1985 JUL 26 AM 9:53

1760

B4607P1171

WITNESSETH: That the Town of Jupiter, upon good and valuable consideration and for a public purpose, does hereby dedicate for the perpetual use for the public, a conservation easement for the preservation of open space and the protection of the green area contained therein, and also an easement for the construction, operation and maintenance of the storm drainage outfall facilities as permitted by the Department of Environmental Regulation thereon, all as more fully hereinafter set forth, on, over, upon, under, and across the following described real property situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

Tract "A" of Alma's Place, according to the Plat thereof filed in Plat Book 47, at page 97, of the public records of Palm Beach County, Florida

In furtherance of the dedication of a conservation easement, the Town of Jupiter hereby declares, for itself, its successors and assigns, that it shall hold its right, title or interest in said property in a manner which is appropriate to retain the land and water areas predominantly in their natural scenic, open or wooded condition and retaining such areas as suitable habitat for fish, plants or wild life.

In furtherance of the dedication of a drainage easement, the Town of Jupiter further declares for itself, its successors and assigns, that it shall hold its right, title or interest in said property for the perpetual use of the public as a storm drainage outfall facility as permitted by the Department of Environmental Regulation of the State of Florida, including, but always subject to the limitations of permit # 500-852-806, for operation and maintenance of ditches, storm sewer pipes, culverts, revetments, connections and appurtenances thereto, and the alteration, improvement or removal thereof, as described in the aforesaid permit.

The Town of Jupiter further declares, for itself, its successors and assigns, that it hereby voluntarily assumes the obligation of perpetual maintenance of the twelve foot wide swale area

B4607P1172

which serves as a flushing channel from the mitigation area to the Ludingham Boat Slip, and of the twenty-four inch by thirty-eight inch reinforced concrete pipe which serves as a flushing culvert from the mitigation area to the existing finger ditch which connects to the Loxahatchee River. The Town agrees to maintain said structures clear of debris and sediment build-up down to design elevations to carry flow at the rated capacities, which will insure good tidal flushing of the mitigation area. Upon determination by the Department of excess siltation or shoaling in the flushing channel, the Town shall proceed, promptly and in good faith, to remove such excess within a reasonable period of time, subject to the permitting requirements of the Department.

The Town of Jupiter hereby reserves unto itself, its successors and assigns, right to the full and proper use and enjoyment of the surface and sub-surface areas of the aforesaid easement, provided, however, that such use does not materially or adversely affect or interfere with the operation and use of the conservation easement and drainage easement hereby established.

The intent of this conservation and drainage easement is to preserve this parcel of property in an essentially natural condition so that its biological and aesthetic values may endure for future generations. All future permit applications shall only improve upon this intent.

IN WITNESS WHEREOF THE TOWN OF JUPITER has hereunto fixed its hand and seal this day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF JUPITER

Mary A. Hall
Barbara M. Resko

Mary D. Hinton
MARY D. HINTON, Mayor

ATTEST:

Jean H. Beck
JEAN H. BECK, Town Clerk

(TOWN SEAL)

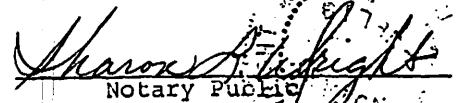
This Instrument Prepared By:
JEROME F. SKRANDEL, Esquire
Old Port Cove Plaza
1200 U. S. Highway One
North Palm Beach, Florida 33408
(308) 622-7707

B4607 P1173

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared MARY D. HINTON and JEAN H. BECK, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Mayor and Town Clerk of the Town of Jupiter, a Municipal Corporation, and severally acknowledged to and before me that they executed such instrument as such Mayor and Town Clerk, respectively, of said Town, and that the seal affixed to the foregoing instrument is the Seal of the Town of Jupiter and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said Town.

WITNESS my hand and official seal, this 18th, day of
JUNE, 1985.


Notary Public

My Commission Expires

Notary Public, State of Florida
My Commission Expires June 17, 1989
Bonded Thru Troy Ann - Insurance, Inc.

B4607P1174

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN B. FOWLER 057 of 1068
CLERK CIRCUIT COURT

RYAN LAW GROUP, PLLC

JAMES D. RYAN, ESQ.
BOARD CERTIFIED IN BUSINESS LITIGATION
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MOBILE: 561.889.1001

SUSAN PFEIFFER, SENIOR PARALEGAL
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LAUREN@RYANLAWGROUP.NET
MOBILE 561.452.2256

CULLEN D'AMBROSIO, ESQ.
CULLEN@RYANLAWGROUP.NET
MOBILE: 561.222.0128

February 2, 2024

Town of Jupiter
Planning and Zoning Department
Attn: Thatcher Hart and Garret Watson
210 Military Trail
Jupiter, FL 33458

Delivery via FedEx (tracking no. 8127 9472 5480) and via email to thatcherh@jupiter.fl.us; garretw@jupiter.fl.us only.

RE: 951 Killane Drive

Dear Messrs. Hart and Watson:

I represent Mathew and Kristina Lefkowitz whose home is located at 951 Killane Drive. I have lived in this area since 1965 and have been a member in good standing of the Florida Bar for over 30 years. I also have substantial experience in all aspects of real property and riparian law. My Clients have been advised that the Town is desirous of rezoning certain land that includes or is adjacent to their parcel. During Mr. Lefkowitz's conversation with you, the Town raised the question of what riparian rights they have. This letter and the included survey are intended to answer that question.

Historically, the definition of a riparian owner is one owning land fronting upon, abutting or adjacent to, and in contact with, a river or stream. *Fla. Stat § 253.141. Riparian rights defined; certain submerged bottoms subject to private ownership*, states:

(1) Riparian rights are those incident to land bordering upon navigable waters. They are rights of ingress, egress, boating, bathing, and fishing and such others as may be or have been defined by law. Such rights are not of a proprietary nature. They are rights inuring to the owner of the riparian land but are not owned by him or her. They are appurtenant to and are inseparable from the riparian land. The land to which the owner holds title must extend to the ordinary high watermark of the navigable water in order that riparian rights may attach. Conveyance of title to or lease of the riparian land entitles the grantee to the riparian rights running therewith whether or not mentioned in the deed or lease of the upland.

Court opinions on this basic right have concluded that riparian owners are entitled to build a dock.

I have included a copy of my Clients' most current survey. It depicts the mean high water line of a stream that crosses the northeast corner of their parcel. That stream provides access to the Loxahatchee River and is within the area under consideration for rezoning. It is my professional opinion that the lands within the Lefkowitz's parcel and adjacent to the stream are riparian lands and that my Clients are riparian owners.

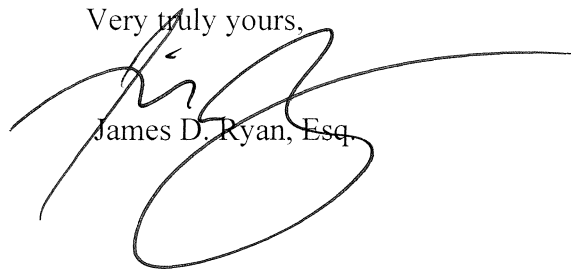
I am not an appraiser, but I have substantial experience with transactional and taking law leading me to believe that the Lefkowitz's riparian rights incident to the Loxahatchee River are valuable.

As you may recall when speaking with Mr. Lefkowitz, they are not categorically opposed to the rezoning; but, they are concerned that the change will have a negative impact on the viability of their riparian rights and/or that any eventual use of those rights may be contrary to the Town's rezoning goals.

In the spirit of seeking a practical solution benefitting themselves and the Town, the Lefkowitz's propose a land swap: A portion of their land adjacent to tidal waters at the northeast corner of their property in exchange for a portion of the Town's land resulting in the prolongation of the Lefkowitz western boundary north to the limits of the neighboring plat. The goal being to exchange their existing riparian lands adjacent to the natural stream and replace them with riparian lands adjoining the existing tidal canal.

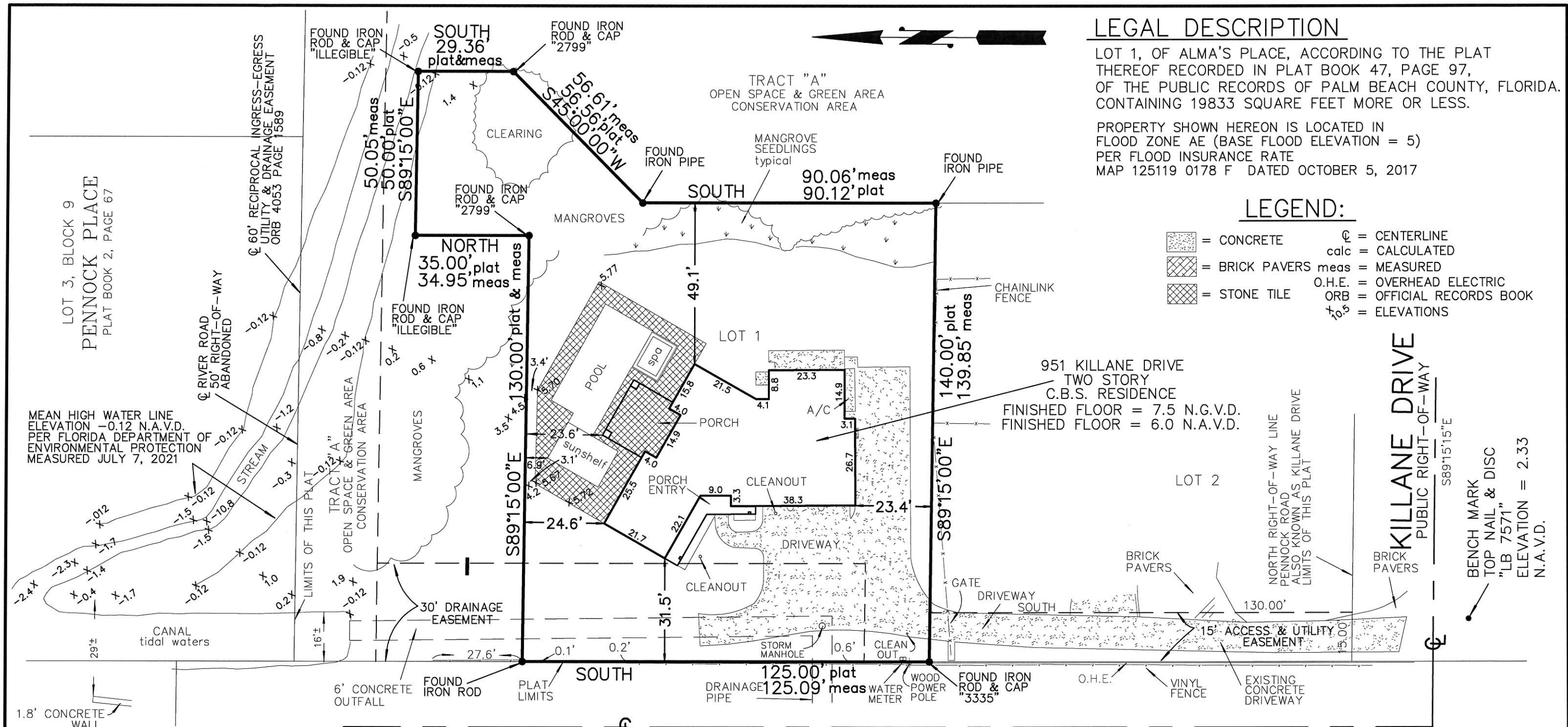
In addition to the land swap, my Clients require confirmation that the new zoning would not prevent them from obtaining a permit for a nominal pier within the canal. They hope that you find this suggestion and their offer in the spirit it is intended— a win-win. If you have any questions, comment, or would like to visit the site, please let me know.

Very truly yours,



James D. Ryan, Esq.

CC: Clients
Attached as stated
JDR/jwol



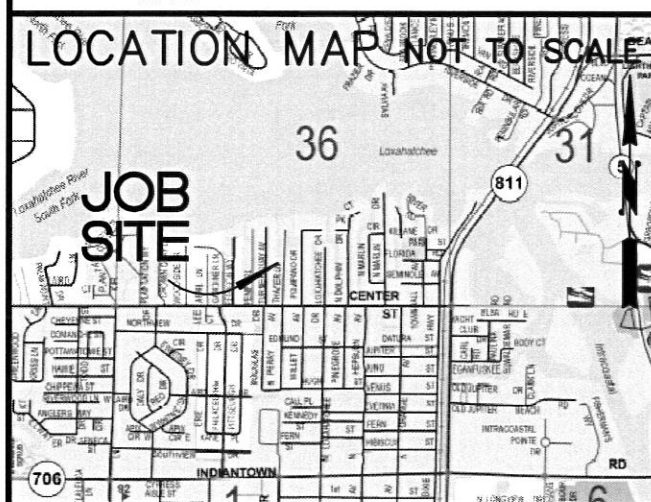
LEGAL DESCRIPTION

LOT 1, OF ALMA'S PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGE 97, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. CONTAINING 19833 SQUARE FEET MORE OR LESS.

PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE AE (BASE FLOOD ELEVATION = 5) PER FLOOD INSURANCE RATE MAP 125119 0178 F DATED OCTOBER 5, 2017

LEGEND:

	= CONCRETE		= CENTERLINE
	= BRICK PAVERS	calc	= CALCULATED
	= STONE TILE	meas	= MEASURED
		O.H.E.	= OVERHEAD ELECTRIC
		ORB	= OFFICIAL RECORDS BOOK
		+0.5	= ELEVATIONS



SURVEYORS NOTES:

- THIS SURVEY COMPLIES WITH CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.
- NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
- LEGAL DESCRIPTIONS SUPPLIED BY CLIENT OR CLIENT'S AGENT.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS, SOME ITEM SHOWN HEREIN ARE FOR GRAPHIC AND INFORMATIONAL PURPOSES ONLY.
- VISIBLE ENCROACHMENTS, IF ANY ARE SHOWN HEREON.
- THIS SURVEY FOR CONSTRUCTION PURPOSES ONLY AND NOT INTENDED FOR CONVEYANCE PURPOSES WITHOUT PERMISSION OF THIS SURVEYOR.
- ELEVATIONS HEREON BASED ON NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
- NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
- NO UNDERGROUND UTILITIES LOCATED EXCEPT WHERE SHOWN HEREON.
- THIS IS NOT AN ENVIRONMENTAL SURVEY.
- THIS SURVEY DOES NOT GUARANTY OWNERSHIP OR RIPARIAN RIGHTS BEYOND MEAN HIGH WATER LINE.
- BEARINGS HEREON BASED ON THE PLAT BEARING ALONG THE EAST LINE LOT 1 AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- FORM BOARD TIE-IN & UNDER CONSTRUCTION TIE-IN SURVEYS INTENT IS TO SHOW SETBACK COMPLIANCE; OWNER AND/OR CONTRACTOR ACCEPTS RESPONSIBILITY FOR PLACEMENT OF FORMBOARDS UPON RECEIPT OF THIS SURVEY. PLUMBING AND OTHER UTILITIES INSTALLED AT CONTRACTORS RISK.
- THIS SURVEY IS NOT VALID WITHOUT SURVEYORS SIGNATURE & EMBOSSED SEAL.

CONTINUE REVISIONS:
MEAS, PATIO CUTS, 03-03-2021
LOCATE MEAN HIGH WATER LINE, 07-07-2021
ADD APPROXIMATE CANAL WIDTH, 09-23-2021

RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

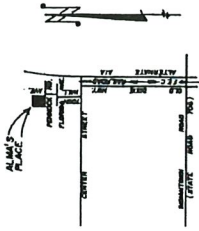
MAGELLAN SURVEYING & MAPPING, INC. PROFESSIONAL LAND SURVEYORS LICENSED BUSINESS - 7571 450 S. OLD DIXIE HIGHWAY, SUITE 10 JUPITER, FLORIDA 33458 SINCE 2007 561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com		
Special Purpose Survey Boundary Survey & Mean High Water Line		
Prepared For: MATTHEW & KRISTINA H. LEFKOWITZ		
Drawn by RES Field: TF F.B.182 Pg06	Date Of Survey JULY 7, 2021	Scale 1" = 30'
REVISIONS: ADD CERTS, 03-08-2017 ADD SITE PLAN, 05-04-2017 KC TOWN COMMENTS, 05-31-2017 ADD BERM (MANGROVES), 06-01-2017		FOOTER FORMBOARD TIE-IN, 07-13-2017 FINAL TIE-IN, 03-21-2018 CALC AREA OF D.E. & MANGROVES, 09-04-2018 UPDATE, 11-12-2020 ADD TIE TO SUNSHELF, 01-18-2021
Drawing Number 17-029		

BOOK 27, PAGE 35

89-039458

97

LOCATION MAP



STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
RECORD AT 2:45 P.M.
THIS DAY OF DECEMBER
IN PLAT BOOK 97 ON
PAGE 97
JOHN B. DANIEL, CLERK
COUNTY CLERK
By *John B. Daniel*

A PLAT OF
ALMA'S PLACE
BEING A REPLAT OF BLOCK 8, PENNOCK PLACE, PLAT BOOK 2, PAGE 67,
PALM BEACH COUNTY, FLORIDA
SECTION 36, TOWNSHIP 40 SOUTH, RANGE 42 EAST
TOWN OF JUPITER, FLORIDA



TITLE CERTIFICATION

I, *John B. Daniel*, CLERK OF THE COUNTY OF PALM BEACH, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF ALMA'S PLACE WAS FILED FOR RECORD IN PLAT BOOK 97, PAGE 97, ON DECEMBER 2, 1989, AT 2:45 P.M.

DATE OF CERTIFICATION *12/21/1989*

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREIN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING ACT, CHAPTER 349, F.S.

William H. Beck
SURVEYOR
NO. 2238

APPROVALS

THIS PLAT IS HEREBY ACCEPTED FOR RECORD, THIS 7th DAY OF DECEMBER, 1989.
BY *John B. Daniel*
COUNTY CLERK

THIS PLAT IS HEREBY ACCEPTED.
BY *John B. Daniel*
COUNTY CLERK

ARTIST: *John H. Beck*
BY *John H. Beck*

THIS INSTRUMENT HAS BEEN FILED FOR RECORD IN PLAT BOOK 97, PAGE 97, ON DECEMBER 2, 1989, AT 2:45 P.M.

SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS
ARCHITECTS
ENGINEERS
PLANNERS
MIAAMI, PERMIANE, SUNRISE & JUPITER, FLORIDA

DEDICATION

NOV. ALL PLAT IN THESE RECORDS THAT WERE FILED FOR RECORD IN PLAT BOOK 97, PAGE 97, ON DECEMBER 2, 1989, AT 2:45 P.M., ARE HEREBY DEDICATED AS FOLLOWS:

A TRACT OF LAND IN THE TOWNSHIP 40 SOUTH, RANGE 42 EAST, SECTION 36, TOWNSHIP 40 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF BLOCK 8, PENNOCK PLACE, PLAT BOOK 2, PAGE 67, IS HEREBY DEDICATED TO THE TOWN OF JUPITER, FLORIDA, FOR THE USE OF THE TOWN OF JUPITER, FLORIDA, AS A PUBLIC TRAIL, TO BE KNOWN AS ALMA'S PLACE.

THE TOWN OF JUPITER, FLORIDA, DOES HEREBY ACCEPT THE DEDICATION OF THE FOREGOING TRACT OF LAND TO THE TOWN OF JUPITER, FLORIDA, FOR THE USE OF THE TOWN OF JUPITER, FLORIDA, AS A PUBLIC TRAIL, TO BE KNOWN AS ALMA'S PLACE.

AND DO HEREBY RESOLVE AS FOLLOWS:

1. EXPENSES:
A. UTILITY AND IMPROVEMENTS - THE UTILITY EXPENSE OF THE FOREGOING TRACT OF LAND SHALL BE THE RESPONSIBILITY OF THE TOWN OF JUPITER, FLORIDA.
B. ACCESS EXPENSE - THE ACCESS EXPENSE OF THE FOREGOING TRACT OF LAND SHALL BE THE RESPONSIBILITY OF THE TOWN OF JUPITER, FLORIDA.
C. IMPROVEMENTS EXPENSE - THE IMPROVEMENTS EXPENSE OF THE FOREGOING TRACT OF LAND SHALL BE THE RESPONSIBILITY OF THE TOWN OF JUPITER, FLORIDA.
2. TRACT A IS HEREBY DESIGNATED AS OPEN SPACE (GREEN AREA) AND SHALL BE MAINTAINED AS SUCH BY THE TOWN OF JUPITER, FLORIDA.

IN WITNESS WHEREOF, THE ABOVE JURED CORPORATION HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS OFFICER AND THE AUTHORITY OF THE TOWN OF JUPITER, FLORIDA, TO BE ATTESTED BY ME, THE CLERK OF THE COUNTY OF PALM BEACH, FLORIDA, THIS 21st DAY OF DECEMBER, 1989.

WILLIAM H. BECK, M.A.
BY: *William H. Beck*

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH S.S.

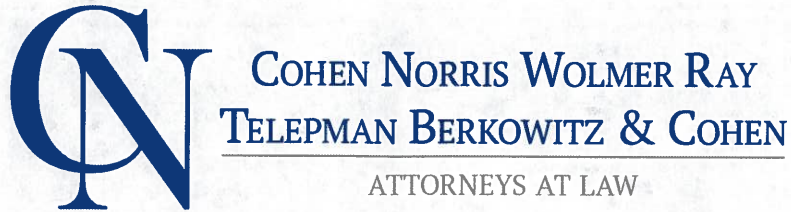
BEFORE ME PERSONALLY APPEARED *William H. Beck*, who being duly sworn, depose and say that he is the Surveyor of the above described tract of land, and that the same is a true and correct representation of the survey made by him or under his close personal supervision and in accordance with the requirements of the Florida Surveying Act, Chapter 349, F.S.

WITNESSED MY HAND AND OFFICIAL SEAL THIS 21st DAY OF DECEMBER, 1989.

By *John B. Daniel*
COUNTY CLERK



This is not a certified copy



March 8, 2024

Via Email only: ThatcherH@Jupiter.FL.US

RE: 123 Killane Drive, Jupiter Florida

Dear Mr. Hart:

Pursuant to your telephone conversation with Robert Kesten, Esq. of our office this morning please consider this correspondence as a request for the Town of Jupiter to review our client's proposal regarding a transfer of property between our client and the Town of Jupiter.

The proposal is in conjunction with the proposed Rezoning of the property behind our clients home at the above address whereby the Town is seeking to convert what is now Single-Family Residential to Conservation Preservation.

Our client's proposal would be for the Town to transfer a small triangular piece of land on the East side of his property to him which would square off his lot in exchange for a transfer of a strip of land on the North side of his property leaving sufficient land for his required 15-foot back yard setback to the Town.

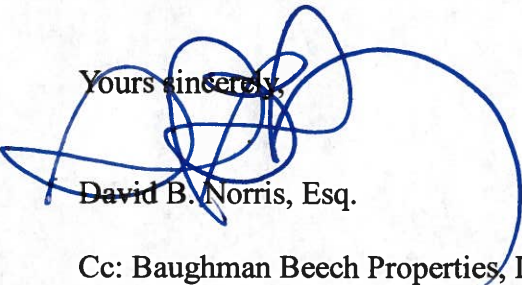
Of course, our client would pay for any required surveys, property descriptions and preparation of any deeds that would be required to accomplish this transfer.

Please feel free to give us a call if you have any questions regarding this proposal.

Please discuss this with whoever may be required and let us know if the Town would be amenable to this proposal and if so we can begin to prepare the needed documentation.

Thank you for your consideration of this matter.

Yours sincerely,



David B. Norris, Esq.

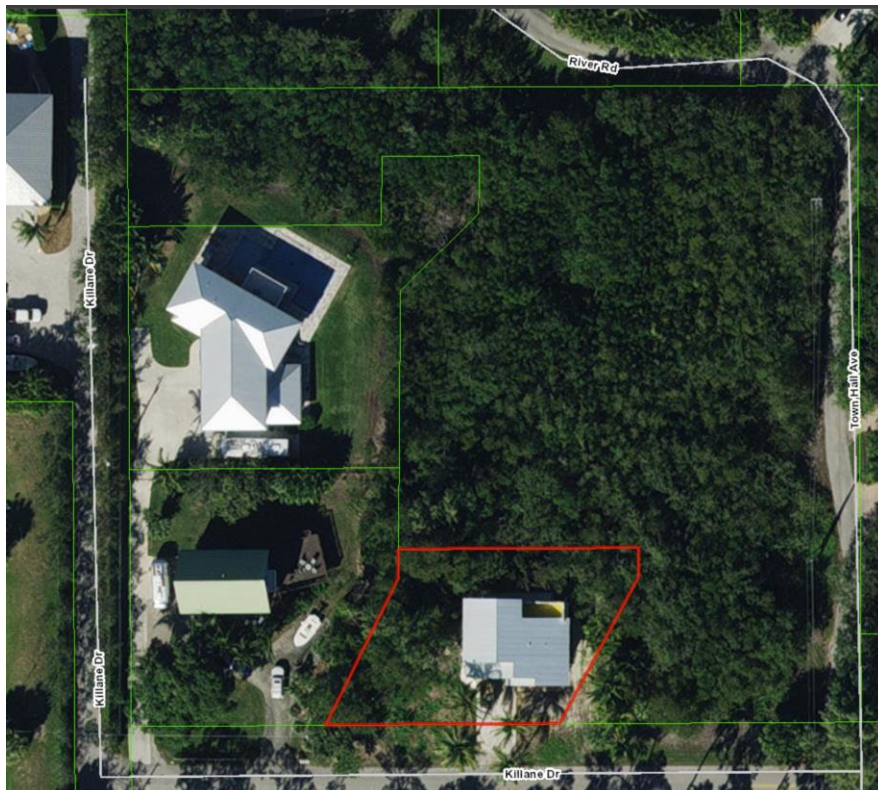
Cc: Baughman Beech Properties, LLC via email only

Photos, Aerials and Surveys of 951 and 123 Killane Drive

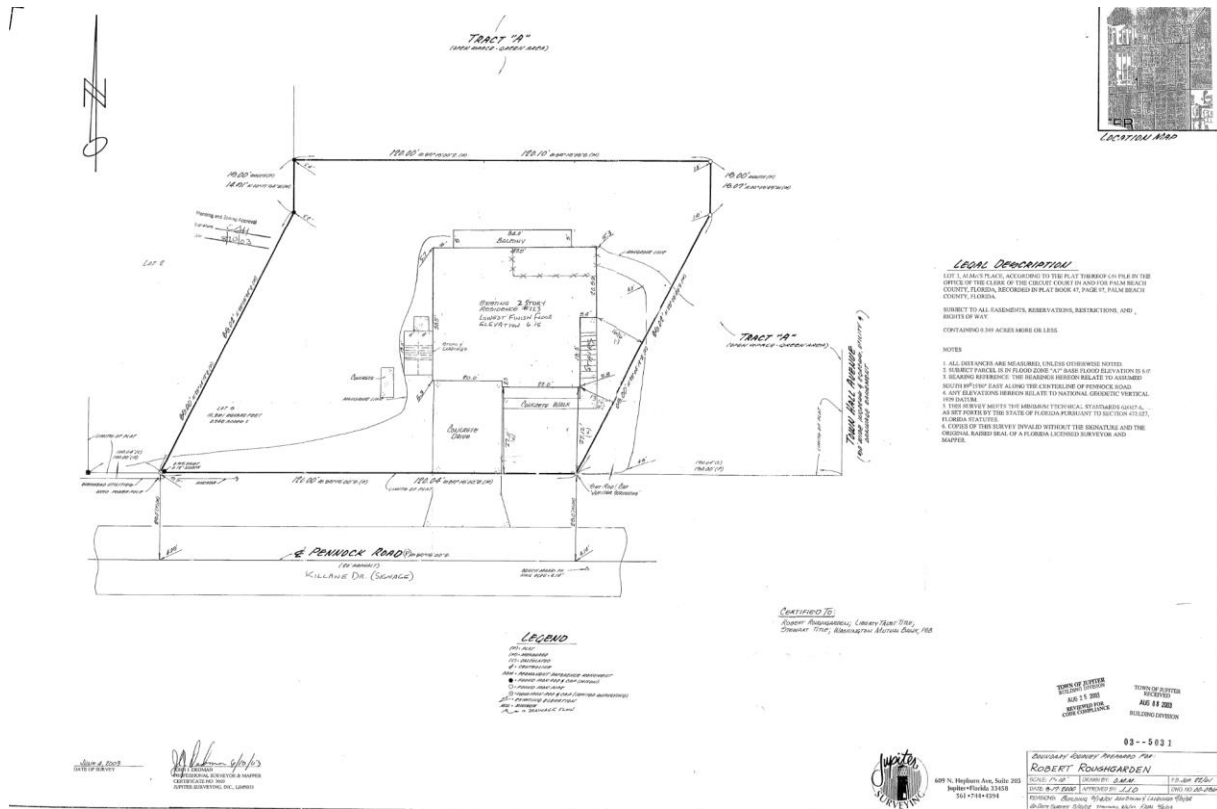
123 Killane- 2008 Aerial



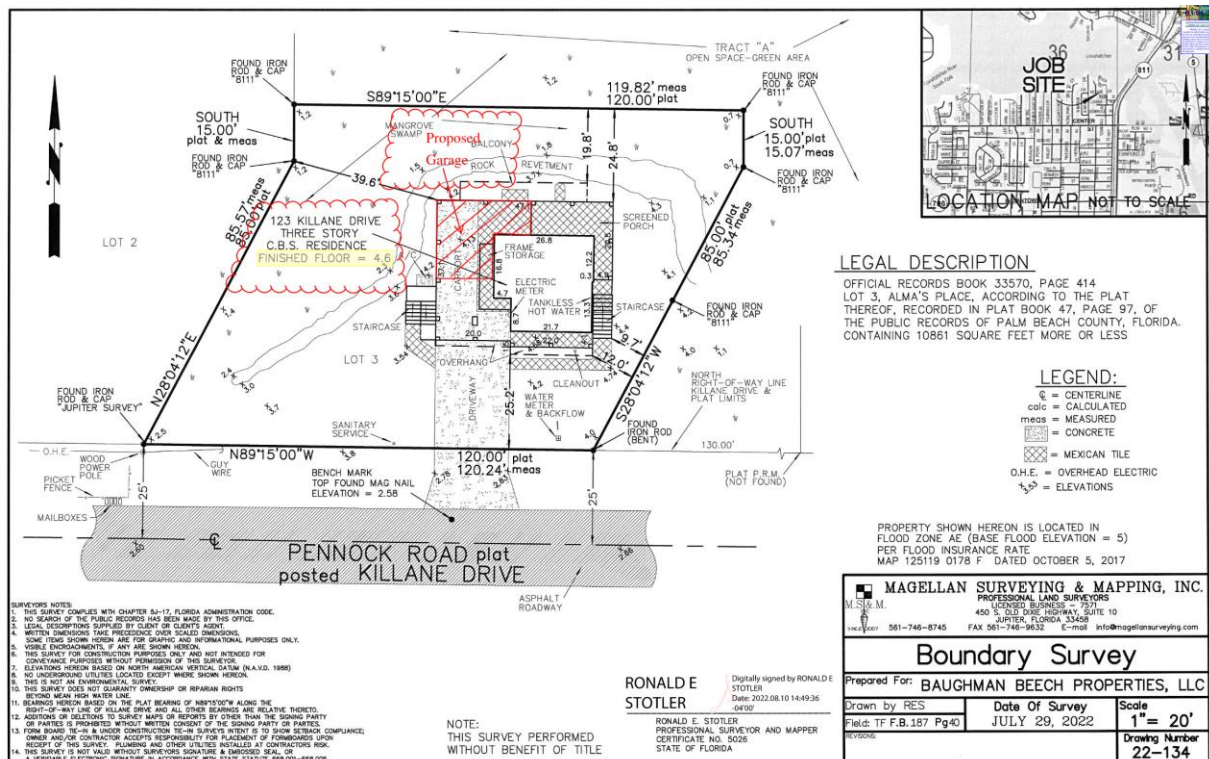
123 Killane- 2023 Aerial



123 Killane- 2003 Survey



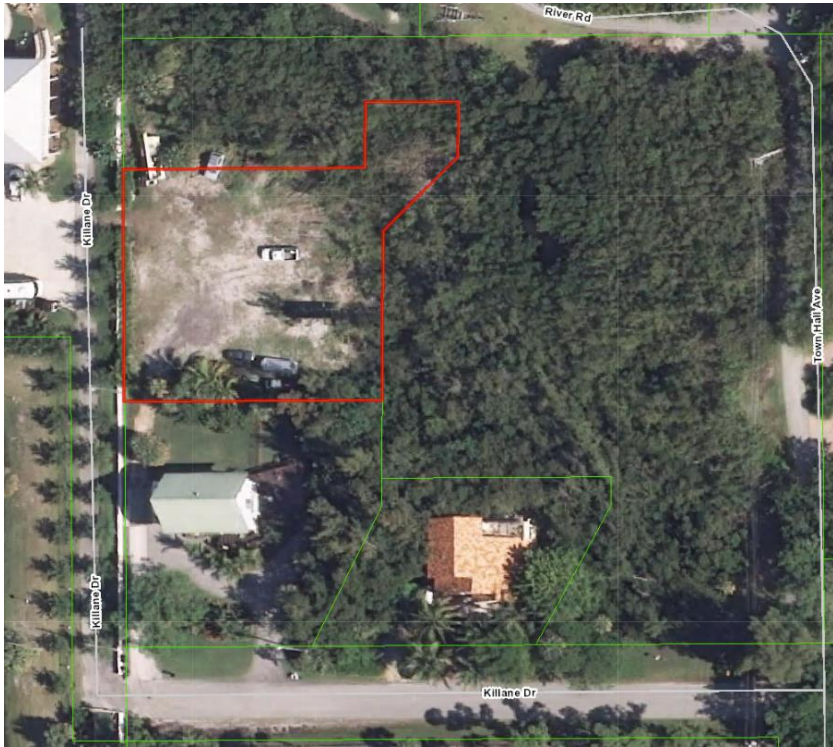
123 Killane- 2022 Survey



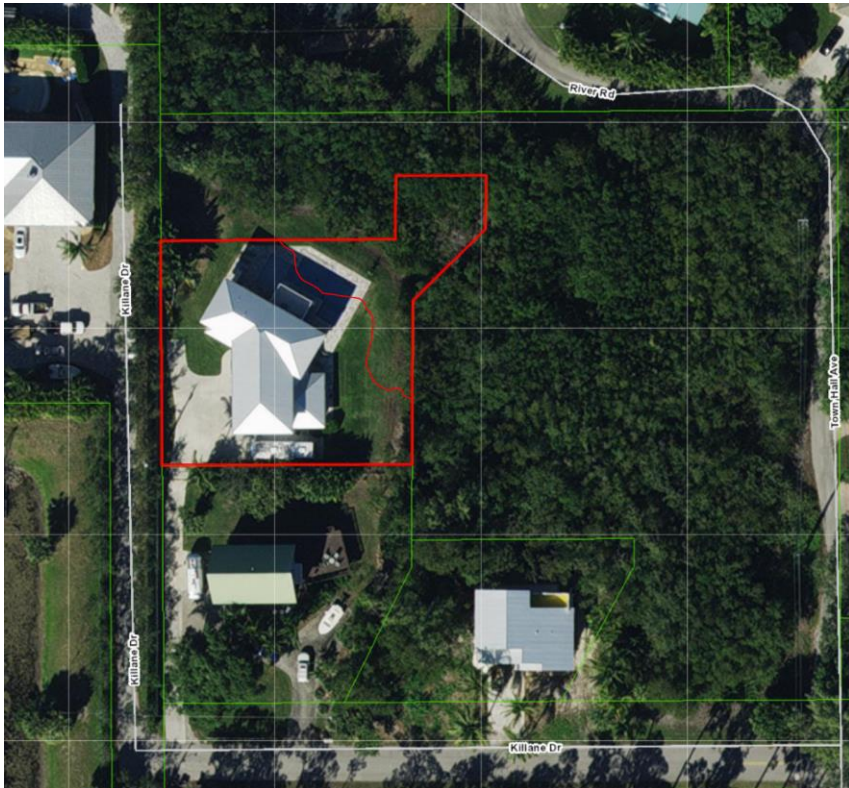
123 Killane current day- Showing squared off front yard, fill, landscaping in TOJ land



951 Killane- 2015 Aerial



951 Killane- 2023 Aerial with 2006 Mangrove line noted in DEP report



951 Killane current day- Showing fill in TOJ land, corner clip of patio is parallel to TOJ land



11-17-2020 boat on TOJ property/outfall structure showing resident access on TOJ property



951 Killane Property Owner- request for land swap

