AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, OCTOBER 15, 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

ORDER OF BUSINESS FOR QUASI-JUDICIAL HEARINGS:
-Swearing in (For anyone planning to address Council)
-Disclosure of ex parte communications (Council only)
-Presentation by applicant
-Staff and Planning and Zoning Commission recommendations
-Public to be heard – Three (3) minute limit
-Motion on the floor

PROCLAMATION

1. Florida City Government Week – October 21 – 27, 2024. #

2. Customer Service Week – October 7 – 11, 2024. #

PRESENTATION

3. U.S. 1 Bridge Project Update by the Florida Department of Transportation (FDOT). #

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

4. October 1, 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

5. **Ordinance 23-24, First Reading,** Approving the extension for employees of Jupiter Fire Rescue Department (JFRD) into the Florida Retirement System. (second reading 11/5/24)

6. **Ordinance 26-24, Second Reading.** Amending Article III of Chapter 2 of the Town's Code to update language to reflect the Fire Rescue department's responsibilities.

7. **Resolution 115-24, Town of Jupiter Public Works Building** - *Quasi-Judicial* – Site plan amendment to construct two light industrial/storage buildings and an open storage area on a 20.0+/- acre property located at 3131 Washington Street.

PUBLIC BUSINESS

8. **Resolution 108-24,** Approving a contract to All Webbs Enterprises, Inc. for Floridan Aquifer System (FAS) Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428) for an amount of $3,948,860.

9. **Resolution 112-24**, Approving a contract to Johnson-Davis, Inc. for Fisherman's Landing Infrastructure Improvements (WS2117) for an amount of $2,527,225 and amending the project budget.

10. **Resolution 122-24,** Authorizing the Town Manager to issue a purchase order to Ten-8 Fire & Safety, LLC, for repair services for vehicles and equipment in an amount not to exceed $50,000.

11. **Resolution 123-24,** Approving the award of RFQ NO. NS 2024-001 Selection of Community Development Block Grant (CDBG) Administrator to Calvin, Giordano & Associates in the amount of $54,673.

12. Reporting authorization of an emergency purchase order for Professional Engineering services to abandon and replace a damaged section of Floridan Aquifer (FA) raw transmission main.

13. Reporting authorization of an emergency purchase order to repair the 24" raw water transmission main at Floridan Aquifer well site RO5.

14. Approving the purchase order from ThorGuard for new lightning prediction systems for parks in the amount of $85,853.29.

REGULAR AGENDA

PUBLIC HEARING

15. **Resolution 10-24, Inlet Village Market** - *Quasi-Judicial* **–** Small-scale planned unit development (SSPUD) and site plan application to construct a two-story building with retail an accessory residential unit.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings
November 5, 2024
November 19, 2024

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.*

FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, OCTOBER 1, 2024

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

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

PROCLAMATION

1. Arbor Day – October 17, 2024.

The Mayor presented the proclamation to Mr. Barrett Cruce, Natural Resources Supervisor.

Mr. Cruce thanked Council for their support and introduced Ms. Ashley Reeves, Natural Resource Coordinator.

2. Hispanic Heritage Month - September 15–October 15, 2024.

The Mayor presented the proclamation to the Latino Leadership Alliance.

Ms. Mabel Colon, on behalf of the Latino Leadership Alliance thanked Council for their ongoing support.

PRESENTATION

3. Jupiter Fire Rescue Department Update by Fire Chief Donatto.

Fire Chief Darrel Donatto gave an update regarding the Jupiter Fire Rescue Department (JFRD)personnel, facilitates, ambulances and fire apparatus, contracts, policies, processes, and financing. He noted the creation of JFRD was running on schedule and under budget.

Mayor Kuretski commended all Town Staff on the team effort to support JFRD. He asked the Town Manager to rename facilities that were reallocated for JFRD.

Councilor Fore applauded Staff for being on time and under budget.

Councilor Delaney agreed with Councilor Fore and praised Fire Chief Donatto and Deputy Fire Chief Shaw for their enthusiasm.

PRESENTATION

3. Jupiter Fire Rescue Department Update by Fire Chief Donato.

Vice-Mayor Sundstrom highlighted the countdown clock present on the Town's website which showed a sense of urgency. She thanked Chief Donatto for bringing his positive attributes to the Town and the team effort of Staff.

Fire Chief Donatto mentioned all the Town departments had pitched in and played a role and the amount of teamwork was remarkable.

CITIZEN COMMENTS

Mr. Ken Parent, resident of North Pennock Lane, discussed various emails he sent to Council regarding a code compliance issue which had taken years to resolve.

Vice-Mayor Sundstrom explained the process for Citizen Comments.

Mayor Kuretski noted Council heard about the issue at the tail end and it appeared by the emails that the Code Compliance department was resolving the concerns.

MINUTES

4. September 18, 2024 Town Council Meeting Minutes.

Councilor Delaney moved to approve September 18, 2024 Town Council Meeting Minutes; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Delaney	Fore
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 Delaney; motion passed.

Kuretski	Sundstrom	Delaney	Fore
Yes	Yes	Yes	Yes

PUBLIC HEARING

5. **Ordinance 26-24, First Reading,** Amending Article III of Chapter 2 of the Town's Code to update language to reflect the Fire Rescue department's responsibilities (Second Reading is 10/15/2024).

Title read by Mr. Baird.

CONSENT AGENDA

PUBLIC BUSINESS

6. Approving the 2025 Town Council Meeting Schedule.

7. **Resolution 111-24,** Approving contract award to NV5, Inc., Artaic Group and Colliers Project Leaders USA NE, LLC for Owner's Representative Consultant Services.

8. **Resolution 113-24,** Approving the Mutual Aid Interlocal Agreement for Fire/Rescue Assistance with the City of Palm Beach Gardens.

9. **Resolution 114-24,** Approving the authorization of work order no. 185 of contract W1724B with Hazen and Sawyer for Maintenance Facility Complex Master Plan in an amount not to exceed $129,751.

10. **Resolution 117-24,** Approving the authorization of work order no. 33 to Kimley-Horn and Associates, Inc. for design of Daily Park, Miracle Moments Park, and Heights Park Playground Improvements in an amount not to exceed $117,890.82.

11. **Resolution 118-24**, Approving contract award of EPW 2024-01 Street Resurfacing and Miscellaneous Roadway Improvements with R & D Paving, LLC in an amount not to exceed $1,417,966.

12. **Resolution 119-24,** Approving the Interlocal Agreement for Fire-Rescue Dispatch Services with Palm Beach County.

13. **Resolution 120-24,** Approving the authorization of work order no. 37 to Calvin, Giordano, and Associates, Inc. for South Island Way Final Plans in an amount not to exceed $365,174.13.

REGULAR AGENDA

PUBLIC HEARING

14. **CONTINUED TO TBD**

Resolution 13-24, Flagler Wharf – *Quasi-Judicial* - Special Exception and site plan application for a 12-slip private marina, and a site plan application for a restaurant with an accessory outdoor seating area, and professional office, on 2.95 ± acre property, located at the northeast corner of the intersection of North Alternate A1A and Old Jupiter Beach Road, approximately 1,300 feet north of Indiantown Road. (Continued from 9/18/24)

REPORTS

TOWN ATTORNEY

- Lawsuit with the Political Action Committee (PAC) – Mr. Thomas Baird stated they were still waiting.

REPORTS
TOWN MANAGER

- Fire Rescue Department – Mr. Kitzerow thanked the Fire Chief Donatto, Deputy Fire Chief Shaw, and the entire team who had been working diligently on the Fire Rescue department.

- A1A and Jupiter Beach Road Roundabout - Mr. Kitzerow stated the roundabout reached significant completion and was open to the public.

- Art Gallery - Mr. Kitzerow noted the Art Committee was kicking off its next art gallery with a showcase on Friday, 6:00pm at the Community Center. The theme was Wicked Cool.

- FEMA Flood Zone Maps Outreach Open House – Mr. Kitzerow stated FEMA had to cancel the open house due to Hurricane Helene. The Town was working with Richard Radcliffe and Palm Beach League of Cities to reschedule the open house for later in October or November.

- Emergency Operations Center - Mr. Kitzerow thanked the Information Systems (IS) department for their work building the Towns Emergency Operations Center in Town Hall.

- Code Compliance Issue - Mr. Kitzerow added he would be meeting with the Deputy Police Chief Barbera regarding the compliance issues that were brought forward during citizen comments.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
COUNCILOR FORE

- Teamwork – Councilor Fore stated the cooperation between Town departments was fantastic and essential for things to move smoothly. He thanked the Town departments for the teamwork.

COUNCILOR DELANEY

- Old Town Hall Building – Councilor Delaney noted the Old Town Hall Building on the Municipal campus was almost gone and he was excited for the future Town Green.

VICE-MAYOR SUNDSTROM

- Fiscal New Year – Vice-Mayor Sundstrom wished everyone a happy fiscal new year and stated she appreciated the Finance department for their efforts during budget season.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
MAYOR KURETSKI

- Old Town Hall Building – Mayor Kuretski stated he was thrilled about how good of a job the demo company did to minimize noise disruption.

- Brightline – Mayor Kuretski mentioned Brightline expected to execute the Federal grant for safety upgrades in mid-October. They would install delineators at two roadway crossings and pedestrian safety fencing with the grant funds. Brightline indicated they would begin meeting with Staff to begin the right-of-way permits. He stated he was not pleased but just reporting the status of construction was expected to happen in the second half of 2025. He added it did not affect the quiet zones.

- Transportation Planning Agency (TPA) Updates - Mayor Kuretski discussed the updates from the September 19th meeting regarding the Transportation Planning Agency (TPA) plan. The five general legislative appropriations for the Florida Department of Transportation (FDOT) funding were incorporated into the fiscal year 2025-2029 plan. He also mentioned that the $2.575 million in fiscal year funding earmarked by the Governor for engineering and construction of the Indiantown Road improvements was included in the plan. Mayor Kuretski emphasized the importance of coordinating with the County to ensure that their road plan aligned with the TPA's long-term plan. Additionally, he noted that the Center Street project was still a few years away from construction, and there was funding allocated in 2025 for right-of-way acquisition on Central Boulevard north of Indiantown Road.

- Hurricane Helene – Mayor Kuretski reflected on the recent devastation caused by Hurricane Helene, highlighting the significant flooding and fatalities. He stated his heart and prayers go out to those that were suffering from the aftermath.

ADJOURNMENT - 7:42 P.M.

_____
Laura Cahill, Town Clerk

TOWN OF JUPITER
Approving the extension for employees of JFRD into the Florida Retirement System

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Ashley Wilson, Human Resources Director
SUBJECT	Approval of Ordinance No. 23-24: Extend employees of JFRD into the Florida Retirement System - 1st Reading

EXECUTIVE SUMMARY

The purpose of Ordinance No. 23-24 is to extend Florida Retirement System (FRS) participation to Jupiter Fire Rescue Department (JFRD) employees, aligning them with the Town's general employees who are already members of the system. This extension will ensure consistent retirement benefits across the workforce and enhance the Town's ability to attract and retain qualified public safety personnel.

The Town Attorney has reviewed the attached Ordinance and finds it to be in acceptable form.

ANALYSIS

Extending FRS will allow new Jupiter Fire Rescue Department hires to retain their accrued retirement benefits, if applicable, making the transition smoother and more attractive for prospective employees. As a statewide system, FRS allows firefighters to transfer their retirement benefits between participating employers without losing accrued value, ensuring seamless career mobility without penalties related to retirement benefits. This extension will significantly enhance the Town's ability to attract and retain highly qualified public safety professionals.

While the Town's employer contributions will increase with the inclusion of JFRD firefighters, this move ensures they receive equitable and competitive retirement benefits, reinforcing the Town's commitment to employee welfare and organizational excellence.

STRATEGIC PRIORITY

● Organizational Excellence

ATTACHMENTS

1. Ordinance 23-24

FUNDING SOURCE

***Funding is not necessary for this request.**

For more information or copies of the attachments, please contact Ashley Wilson at ashleyw@jupiter.fl.us or 561-741-2341.

ORDINANCE NO. 23-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER RELATING TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM FOR FIRE RESCUE EMPLOYEES PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the policy and purposes of the Town of Jupiter, Florida to extend to the Firefighters of said Town of Jupiter not excluded by law, the benefits of the Florida Retirement System, on the basis of applicable State laws and amendments thereto, and rules and regulations, authorizing and directing the Mayor (or Town Manager) to execute agreements thereto with the Department of Management Services, for coverage of said Firefighters; providing for withholding from salaries and wages of Firefighters of the Town of Jupiter so covered to be made and paid over as provided by applicable State laws or regulations; providing that said Town of Jupiter shall appropriate and pay over employer's contributions and assessments as provided by applicable State laws or regulations; providing that said Town of Jupiter shall keep records and make reports as required by applicable State laws or regulations;

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

Section 1. It is hereby declared to be the policy and purpose of the Town of Jupiter, Florida that all its Firefighters except those excluded by law, shall participate in the Florida Retirement System as authorized by Chapter 121, Florida Statutes. All eligible Firefighters shall be compulsory members of the Florida Retirement System as of the effective date of participation in the Florida Retirement System so stated herein.

Section 2. The Mayor (or Town Manager) is hereby authorized and directed to execute all necessary agreements and amendments thereto with the Administrator of the Florida Retirement System for the purpose of extending the benefits provided by the Florida Retirement System to the Firefighters of this Town of Jupiter as provided by Section 1 & 2 hereof, which agreement shall provide

for such methods of administration for the plan by said Town of Jupiter as are found by the Administrator of the Florida Retirement System to be necessary and proper, and shall be effective with respect to any employment covered by such agreement for serviced performed on and after the 1st day of December, 2024.

Section 3. Withholding from salaries, wages and other compensation of the Firefighters for the purpose provided in Section 1 hereof are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable State laws or regulations, and shall be paid over to the Administrator designated by said laws or regulations to receive such amounts.

Section 4. There shall be appropriated from available funds, derived from General Fund such amounts and at such times as may be required to pay promptly the contributions and assessments required of the Town of Jupiter, Florida as employer, by applicable State laws or regulations, which shall be paid over to the lawfully designated Administrator of the Florida Retirement System at the times and in the manner provided by law and regulation.

Section 5. The Town of Jupiter, Florida, shall keep such records and make such reports as may be required by applicable State laws or regulations, and shall adhere to all laws and regulations relating to the Florida Retirement System.

Section 6. The Town of Jupiter, Florida does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges, and other conditions thereunto appertaining, of the Florida Retirement System, for and on behalf of all Firefighters of its departments and agencies to be covered under the agreement.

Section 7. The Finance Director of the Town of Jupiter, Florida, is hereby designated the custodian of all sums withheld from the compensation of Firefighters as authorized herein and of the appropriated funds for the employer's contributions as provided in Section 5 hereof. Also, the Finance Director is hereby designated the withholding and reporting agent and charged with the duty of maintaining records for the purpose of this ordinance.

Section 8. This Ordinance shall take effect immediately upon its execution.

TOWN OF JUPITER
Amendment to Article III of Chapter 2 of the Town's Code

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Ordinance 26-24, Second Reading. Amending Article III of Chapter 2 of the Town's Code

EXECUTIVE SUMMARY

Chapter 2, Article III of the Town's Code of Ordinances, sets forth the divisions and departments of the Town and their associated areas of responsibility. Ordinance 26-24 updates the code's language to reflect the Fire Rescue Department's responsibilities. The Town Attorney has reviewed the attached Ordinance and finds it to be in acceptable form. First reading was 10/1/2024.

ANALYSIS

This amendment to the Town's Code will revise the existing language to reflect the Fire Rescue Department's responsibilities.

STRATEGIC PRIORITY

- Organizational Excellence
- Safety

ATTACHMENTS

1. Ordinance 26-24 Amending Article III of Chapter 2 of the Town's Code

FUNDING SOURCE

Approved in Budget	$	Sources:
Additional Funding Requested	$	Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Shirley Saunier at ShirleyS@Jupiter.fl.us or 561-741-2456.

Attachment 1

ORDINANCE NO. 26-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AMENDING ARTICLE III OF CHAPTER 2 OF THE JUPITER CODE OF ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDNG FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; 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 Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, in exercising the home rule authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes**,** the Town Council has adopted the Jupiter Code of Ordinances (the Code); and

WHEREAS, Article III of Chapter 2 of the Code sets forth the operating departments of the Town; and

WHEREAS, in order to update the Code and ensure that it accurately reflects the Town's operating department's authority and responsibilities, it is appropriate and necessary to amend Article III of Chapter 2 of the Code; and

WHEREAS, the Town Manager recommends to the Town Council that the Code be amended Chapter 2, Article III to create new divisions to recognize all of the operating departments of the town.

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

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

Section 2. Chapter 2, Article III, is hereby amended to read as follows:

ARTICLE III. DEPARTMENTS, OFFICERS AND EMPLOYEES

DIVISION 14. FIRE RESCUE DEPARTMENT

Sec. 145.

There is hereby recognized as part of this code, the fire rescue department, which is authorized and shall be responsible for fire prevention and protection, mitigation of hazardous conditions, and emergency medical rescues and stabilization services. This department shall also be responsible for any other duties assigned by the town manager or prescribed by law. The head of this department shall be designated as the Fire Chief.

Section 3. Codification. Sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section" "article", or any other appropriate word.

Section 4. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this ordinance.

Section 5. Repeal of Laws in Conflict. All ordinances or part of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. The provisions of this ordinance shall take effect immediately upon its execution.

TOWN OF JUPITER
Public Works Storage Building Project

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Town of Jupiter Public Works Storage Buildings Project -** Site plan amendment to construct two light industrial/storage buildings and an open storage area on a 20.0+/- acre property located at 3131 Washington Street.

EXECUTIVE SUMMARY

Consideration of a site plan amendment to construct two light industrial/storage buildings, an open storage area, and delete a condition from Resolution #39-18 related to tree mitigation, on a 20.0+/- acre property located at 3131 Washington Street.

ANALYSIS

The proposed project modifies the previous approval in the southern portion of the property with an additional 4,500 square foot and a 3,000 enclosed light industrial/storage building in the place of the previously approved as open-sided covered storage (approximately 2,500 square feet). The project maintains the same proposed open storage area in the southeast corner of the property as was approved back in 2018.

When the existing property was developed, an on-site preservation area and extensive landscape buffer was established that exceeds the minimum code requirements. The perimeter landscape buffer and on-site preserve and Conservation Area Easement are not being modified with the proposed project. A prior condition from Resolution 39-18 related to tree mitigation during the development of the open storage is being deleted, as it is not applicable because the site exceeds the on-site preservation requirement.

PLANNING AND ZONING RECOMMENDATION:
This item is scheduled for the October 8, 2024 Planning and Zoning Commission meeting. Staff will provide a memo to the Town Council on October 9, 2024, related to the Planning and Zoning Commission's recommendation for Town Council consideration.

The Town Attorney has reviewed the attached Resolution and finds it to be in acceptable form.

STRATEGIC PRIORITY

● Organizational Excellence

ATTACHMENTS

1. Resolution 115-24
2. Staff Report and Attachments

FUNDING SOURCE

Approved in Budget	$	Sources:
Additional Funding Requested	$	Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Garret Watson at garretw@jupiter.fl.us or 561-741-2549.

RESOLUTION NO. 115-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING AN AMENDMENT TO THE SITE PLAN FOR THE TOWN OF JUPITER'S MAINTENANCE COMPLEX, WHICH IS LOCATEDON A 20.0± ACRE PROPERTY AT 3131 WASHINGTON STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter is the owner (the Owner) of 20.0 +/- acres of property, the legal description of which is attached hereto and incorporated herein as **Exhibit "A**" (the subject property); and,

WHEREAS, the subject property is located at 3131 Washington Street; and,

WHEREAS, Gentile, Holloway, O'Mahoney and Associates, Inc., is the authorized agent (Applicant) for the Town of Jupiter; and

WHEREAS, the Applicant submitted an application to amend the site plan to construct a 4,500 square foot light industrial/storage building, a 3,000 square foot light industrial/storage building, and an outdoor storage area; and to delete a previous condition of approval from Resolution 39-18 related to tree mitigation; and

WHEREAS, the Town's Planning and Zoning Commission has considered the Application and has made its recommendations to the Town Council; and,

WHEREAS, the Town Council has conducted a public hearing wherein it considered the evidence and testimony presented by the Town's Planning and Zoning Department staff, the Applicant, and other interested parties and members of the public, regarding whether the Application is consistent with the Town's Comprehensive Plan and meets its Land Development Regulations; and,

WHEREAS, the Town Council has determined that certain conditions, as set forth herein, are necessary to render the Application consistent with the Town's Comprehensive Plan and to meet its Land Development Regulations.

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

Section 1. The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Council.

Section 2. Condition 6 which was adopted in Resolution 39-18 is hereby amended as follows:

~~"Prior to the removal of any trees or the issuance of development permits for the Phase2 Storage yard, a tree mitigation plan shall be submitted to the Department for its review and approval."~~

Section 3. The Town Council hereby approves an amendment to the site plan for the subject property, subject to the following conditions:

1) The Owner shall install and maintain all improvements in compliance with the following:

a. Site Plan, sheet SP-1; Details and Landscape, sheet SP-2, Landscape Specifications, sheet SP-3, dated 08/30/24, prepared by Gentile, Glas, Holloway, O'Mahoney and Associates, Inc. received and dated by the Department of Planning and Zoning on 09/11/24.

b. Traffic Statement, dated 09/05/24, prepared by Chang-Jen Lan, Ph.D. P.E., received and dated by the Department of Planning and Zoning on 09/09/24.

c. Statement of use, dated 09/09/18, prepared by Gentile, Glas, Holloway, O'Mahoney and Associates, Inc. received and dated by the Department of Planning and Zoning on 09/11/24.

2) The uses conducted on the subject property shall conform to the representations in the Statement of Use, dated 09/09/24, prepared by Gentile, Glas, Holloway, O'Mahoney and Associates, Inc. received and dated by the Department of Planning and Zoning on 09/11/24.

3) Any revisions to the site plan, landscape plan, architectural plans, elevations, signs, Statement of Use or other details submitted as part of the Application, including but not limited to the location of the proposed improvements or additional, revised or deleted colors, materials, or structures, or changes to how the business operates, shall be submitted to the Department of Planning and Zoning (Department) and shall be subject to its review and approval.

4) Any condition associated with the submission of the final plans shall be subject to the Department's review and approval.

5) The conditions of approval herein shall apply to the Owner and its successors and assigns.

Section 4. This Resolution shall take effect immediately upon its execution.

Attachment: Exhibit "A" - Legal Description
#5778620 v1 26503-00001

EXHIBIT A - LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE RUN NORTH 89°30’50” WEST ALONG THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 33.00 FEET; THENCE RUN SOUTH 00°36’ 35” WEST ALONG A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 90.00 FEET TO THE POINT OF THE BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°36’35” WEST ALONG SAID LINE A DISTANCE OF 933.38 FEET; THENCE RUN NORTH 89°30’50” WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 933.38 FEET; THENCE RUN NORTH 00°36’35 EAST PARALLEL WITH THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 933.38; THENCE RUN SOUTH 89°30’50” EAST PARALLEL WITH AND 90.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 933.38 FEET TO THE POINT OF THE BEGINNING.

CONTAINING 20.00 ACRES, MORE OR LESS

TOWN OF JUPITER STAFF REPORT FOR TOJ PUBLIC WORKS STORAGE PROJECT TOWN MANAGER'S OFFICE

DATE: October 1, 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: **Town of Jupiter Public Works Storage Buildings Project** - Site plan amendment to construct two light industrial/storage buildings and an open storage area on a 20.0+/- acre property located at 3131 Washington Street.

Resolution #115-24	P&Z Commission:	10/08/24
PZ 24-6175	Town Council:	10/15/24 Quasi-judicial
G. Watson		

Project name:	Town of Jupiter Public Works Storage Building
Owner/Applicant:	Town of Jupiter
Agent:	Emily O'Mahoney, Gentile Holloway O'Mahoney & Associates
Location:	3131 Washington Street
Acreage:	20 +/- acres
Present land use designation:	General Industrial
Present zoning:	Public/Institutional (PI)
Existing use:	37,165 square foot of governmental uses, including governmental office, storage and maintenance facilities.
Request:	Amend the site plan to: • Construct two light industrial/storage buildings at 4,500 square foot and 3,000 square foot; • Relocate five open storage bins; • Install a previously approved graveled open storage yard; and, • Remove a condition from Resolution #39-18 related to tree mitigation (see Attachment A).

Staff Compliance Review Summary

Staff reviewed the applicant's request (see Attachment A – Statement of Use) and determined the application is in compliance with the Town Code, subject to the conditions recommended in ***Resolution #115-24*** and including the deletion of a condition for tree mitigation from the previously approved Resolution #39-18.

Project data

Please find listed below pertinent site plan data and information in reference to the application:

Table 1. Surrounding Properties

Direction	Existing Land Uses	Future Land Use/Zoning Districts
North	Edna Runner Way (f/k/a Church Street) Right of Way, Place of Worship, Tutorial Center, Vacant Residential	Town of Jupiter Not Zoned (NZ), Unincorporated Palm Beach County Medium Residential, 5 Units Per Acre (MR-5) / Multifamily Residential (RH/RM), Single Family Residential District (RS), Residential Transitional District (RTS/RT)
South	Greenway Preserve (Washington Preserve open space property)	Conservation / Conservation Preservation (CP)
East	Single Family Residential (Abyssina Park Unrecorded)	Unincorporated Palm Beach County Medium Residential, 5 Units Per Acre (MR-5) / Multi Family Residential (RH/RM)
West	Greenway Preserve (Washington Preserve open space property)	Conservation / Conservation Preservation (CP)

Table 2. Site Plan Data

	Required	Applicant's Proposal
Minimum lot area	10,000 square feet	871,200 square feet
Minimum lot width	100 feet	933.4 feet
Minimum lot depth	100 feet	933.4 feet
Maximum building height	50 feet	19 feet
Maximum lot coverage	40 percent	5.8 percent

Table 3. Setbacks

Storage buildings	Required	Applicant's Proposal
Front	50 feet	143.8 feet
Rear	50 feet	367.7 feet
Side (north)	70 feet	191.0 feet
Side (south)	50 feet	103.5 feet

Table 4. Parking Data

	Required	Provided
14,323 square foot office (1/250 SF)	57	57
37,450 square foot warehouse (1/1000 SF)	37	107
7,500 Light industrial/storage (1/500 SF)	15	15
ADA parking spaces (included in total)	6	7
TOTAL	109	179

Table 5. Traffic (see Attachment B)

Traffic Performance Standards (TPS)	Owner's proposal
Satisfies Town of Jupiter TPS	Yes
Satisfies Palm Beach County TPS	Yes
New daily trips	455

Traffic Performance Standards (TPS)	Owner's proposal
New AM peak hour trips	142
New PM peak hour trips	38

Table 6. Stormwater Management

Minimum Requirements	Owner Proposal
Satisfies Town of Jupiter Requirements	Yes

Table 7. Pedestrian Amenities

	Required	Provided (existing)
Benches	1	1
Trash receptacles	1	1
Bicycle racks provided	1	1

History and Background

Table 8. Project History

Date of approval	Approval Type	Approvals
July 17, 1990	Town Council Res # 30-90	Acceptance and approval of an agreement to purchase a 20 acre parcel from the MacArthur Foundation for the location of a Public Works facility.
January 15, 1991	Town Council (178-SE-91)	Special exception and site plan approval for the Town of Jupiter's Maintenance Facility including a 22,771+/- square foot office/maintenance building.
May 28, 1998	Administrative	Site plan amendment approval for a 1,800 square foot storage canopy.
August 15, 2000	Town Council Res # 53-00	Site plan amendment approval to add 16,629 square foot Utilities Maintenance/EOC Building, a 3,000 square foot Equipment Storage Pole Barn, and 2,360 future maintenance warehouse expansion.
January 4, 2001	Town Council Res # 72-00	Special exception and site plan amendment approval to add a monopole communications tower.
March 16, 2004	Town Council Res # 12-04	Site plan amendment approval to add a 2,440 square foot storage building.
August 24, 2012	Administrative	Site Plan amendment approval for a 3,000 square foot vehicle storage building.
March 30, 2016	Administrative	Site plan amendment approval to add a 1,488 square foot pole barn.
March 17, 2017	Administrative	Site plan amendment approval to modify the unbuilt 1,488 square foot pole barn to two 900 square foot pole barns.
June 28, 2018	Town Council Res # 39-18	Site plan amendment to construct a 4,500 square foot storage and workshop building and outdoor storage bins for bulk material in Phase 1A, construct a 2,500 square foot covered storage area in Phase 1B and install an open storage yard in Phase 2.
January 10, 2020	Administrative	Approval of a 363 day extension of a development order for the construction of a 4,500 square foot storage and workshop building, a 2,500 square foot covered storage area, outdoor storage bins and an outdoor storage area. The Development Order extension was intended for the construction of Phases 1B and 2 of Town Council Res #39-18.

		These phases were never completed and the project expired.

The proposed project modifies what was previously approved in the southern portion of the property with an additional 4,500 square foot and 3,000 enclosed light industrial/storage building in the place of the previously approved as open-sided covered storage (approximately 2,500 square feet). The project maintains the same proposed open storage area in the southeast corner of the property as was approved back in 2018.

Analysis.

This section analyzes the land development regulations and notes the application's inability or ability to satisfy all applicable development provisions of the Town Code and Comprehensive Plan. The analysis is as follows:

Comprehensive Plan consistency. The proposed development is in conformance with the General Industrial land use, Policy 1.3.13 of the Future Land Use Element of the Comprehensive Plan.

Site Plan. The proposed project is in conformance with the requirements of Chapter 27, Article VI, Division 17, entitled "Quasi-Public Institutional District (QPI) and Public/Institutional District (PI)". It is important to note that staff anticipates minor revisions to the site plan during the development of the final plans including the impound lot location and size as there are on-going discussions with the Police Department to determine the layout.

Vegetation/environmental preservation. This property has preserved 33.8 percent of the native upland vegetation, and the minimum of native upland requirement is 25 percent. The subject property exceeds the requirement by 8.8 percent. Therefore, it is in conformance with Section 26-67, entitled "Upland Native Vegetation" and is not subject to Section 26-121, entitled, "Supplemental tree protection requirements".

In 2018, the previous amendment was incorrectly identified to be out of conformance with Section 26-96, entitled "Supplemental tree protection requirements" as it relates to tree mitigation for Phase 2. Condition 6 of Resolution #39-18 stated "Prior to the removal of any trees or the issuance of development permits for the Phase 2 storage yard, a tree mitigation plan shall be submitted to the Department for its review and approval." A tree mitigation plan is required when a property is unable to preserve a minimum of 25 percent of the native upland vegetation. As a result, the previous condition related to tree mitigation has been deleted within proposed Resolution #115-24.

Parking. The proposed project is in conformance with Section 27-2828 entitled "Standards for required off-street parking and loading spaces". The required parking for the proposed use is 108 spaces, and the property has 179 spaces.

Landscaping. The proposed project is in conformance with the Town Code, Chapter 23 entitled "Landscaping".

- The proposed buildings abuts the Town owned Washington Street Preserve open space property, which has a Conservation Preservation zoning designation. The landscape code does not require a perimeter buffer between the Public Institutional and Conservation Preservation zoning districts. In order to reduce the visual impact of this quasi-industrial complex, the Town had previously provided a 25-foot-wide landscape

buffer within a dedicated 50-foot-wide conservation easement along the perimeter of the property line. An additional 47-foot-wide preserve area had also been provided in this section.

- The intent of the existing perimeter buffer is to provide visual screening from the surrounding residential community as well as the Town's adjacent conservation / open space property. As a part of the previous site plan approval in 2018, Town staff performed a field inspection to verify that the impact of the building would be shielded and the initial proposal was modified to minimize the visual impact of the proposed building from adjacent residential property. On the southwest corner of the site where the adjacent Washington Street Preserve is at its narrowest, seven 10-foot-tall Simpson Stopper multi-trunk understory trees were added to the site plan to ensure the perimeter buffer meets its intent.
- Existing vegetation will be removed for the purpose of constructing the proposed open storage yard. Removal will not have a visual impact to the general public due to the existing 25-foot-wide landscape buffer within the dedicated 50-foot-wide conservation easement along the south and east property lines and the additional 47-foot-wide preservation area along the south property line.

Signage. The proposed project does not include additional signage.

Architecture. The proposed project is in conformance with Chapter 27, Article 11, Division 5, entitled "Architectural and community appearance standards". The buildings proposed by the applicant are consistent in architectural style of other similar buildings at the site. In addition, the building and roof colors will match the previously approved color palate.

Site plan criteria. Town Code, Section 27-175, contains minimum criteria for review of all development application processed. Upon review of the 12 criteria in Section 27-175, staff finds that the applicant has satisfied 12 of the 12 criteria.

Attachments.

Resolution # 115-24
Attachment A – Statement of Use
Attachment B – Traffic Statement

2GHO
LANDSCAPE ARCHITECTURE & PLANNING

LA-0000530

George G. Gentile, PLA ▪ Emily M. O'Mahoney, PLA ▪ M. Troy Holloway, PLA ▪ Dan Siemsen, PLA ▪ Dylan Roden, PLA

Town of Jupiter

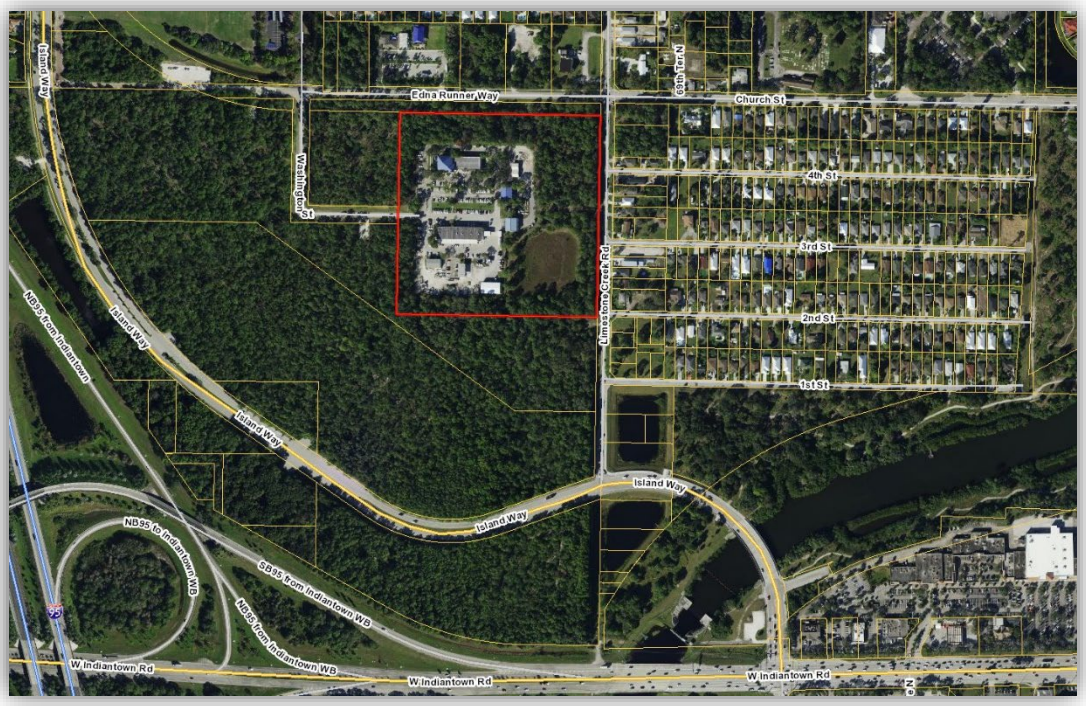
Public Works Facility/Emergency Operations Center

Site Plan Amendment

September 9, 2024

REQUEST:

2GHO, Inc., on behalf of the Owner, the Town of Jupiter, LP, and working with Hazen & Sawyer Engineers, respectfully requests approval of the submitted Site Plan Application for the existing Town of Jupiter Public Works Facility to allow for two enclosed storage buildings, relocation of storage bins, and graveling of an open storage area previously approved in 2018 all happening in the southern portion of the facility, generally the storage area. Additionally, it is requested to remove a condition from Resolution #39-18, related to Tree Mitigation, and further described below. The subject site is located at 3131 Washington Street, which is approximately 1000 feet southeast of the Church/Street – Washington Street intersection, and has a land use designation of General Industrial, and a zoning designation of PI- Public Institutional.



AERIAL OF PROJECT SITE

BACKGROUND:

The existing site contains the Town's Emergency Operations Center and the Town of Jupiter Public Works Maintenance facility, which is located adjacent to the Limestone Creek neighborhood in unincorporated Palm Beach County. The subject property was purchased by the Town in 1990 and was subsequently approved as a Town Maintenance Facility in two phases of development in 1991.

The first phase was constructed and built; however, approval for the second phase expired due to inactivity on the site. With the 1990 approval, the subject property was also rezoned to PI- Public Institutional.

In 2000, a resolution was adopted by Jupiter's Town Council approving a special exception and site plan for the construction of a utilities maintenance/EOC and equipment storage building at the existing maintenance facility. As part of Resolution 53-00, the special exception approval was subject to the recording of a Conservation Easement which would restrict the development of property within the Special Exception. In 2015, the Town recorded the subject easement that provided a conservation area of 2.31 acres to the North, and 1.39 acres to the South, which is also shown on the submitted site plan. The conservation easement and the required 25' landscape buffers all fall within the preservation area which is a total of 294,625 square feet or 6.76 acres with the following dimensions on all sides:

PRESERVATION AREA	DEPTH	ADJACENT
NORTH SIDE	125 FEET	CHURCH STREET / RESIDENTIAL
EAST SIDE	50 FEET	LIMESTONE CREEK BLVD / RESIDENTIAL
SOUTH SIDE	95 FEET	CONSERVATION
WEST SIDE	83 FEET	CONSERVATION

Due to the nature of the property, there was a requirement of 25% set aside for upland vegetation. That is a requirement of 217,791 square feet. The set aside in the preserve area exceeds that requirement.

In 2018, Resolution #39-18 was approved to add a 4,500 square foot storage and workshop building, a 2,500 square foot covered storage area, outdoor storage bins and an outdoor storage area for property with notations for a future phase. All of this occurred or was proposed to occur in the southern portion of the site, generally an area used for open storage within the boundaries of the associated conservation and preservation set-asides.

PROPOSED IMPROVEMENTS:
With this application, this scope of work expands the compound fence, provides additional graded base rock area for outdoor storage, constructs a 4,500 SF structure with one air-conditioned bay, constructs a three-bay metal storage structure, demolishes existing pole barn, constructs an open-air area for storage of equipment/materials, constructs bulk material bins, a larger diesel storage tank for Town vehicles, and provides the stormwater infrastructure to support these facilities.

This project also modifies the existing Public Works Storage Building to add a backup generator, additional insulation as needed, and air-conditioned office space. This project also provides a master plan of the maintenance complex, reviewing all functions and department spaces which operate in the area so the Town can plan for future renovations and space needs.

Removal of Condition 6, Resolution #39-18: This condition reads:

6) Prior to the removal of any trees or the issuance of development permits for the Phase 2 storage yard, a tree mitigation plan shall be submitted to the Department for its review and approval.

A mitigation plan is required for properties which have viable uplands but are unable to meet the 25% upland set aside required by Town code. This property not only met that requirement but exceeded the requirement when it set aside the following:

Upland Set Aside:	**Required**			**Proposed/Existing**	
25% Set Aside Required	**217,791**	**S.F.**		UNCHANGED	
Preservation Area	**294,625**	**S.F.**		**33.8%**	
50' Conservation Easement		161,046	S.F.	**18.5%**	Within Preservation
Landscape Buffer		88,636	S.F.	**10.2%**	Within Preservation

The request is to remove Condition 6 from Resolution #39-18 as it does not apply to this site. Mitigation only applies to land not governed by or not able to meet the requirements of section 26-67 or section 26-68. Under section 26-67. – Native upland vegetation, this property was found to be a native pine upland ecosystem. The 25 percent native upland vegetation preservation requirement was applied during the initial development of the site and fully meets the intent of the code.

COMPATIBILITY WITH SURROUNDING LAND USES

The request is consistent with the existing land use and zoning designations, as the existing site is surrounded by Industrial/and Conversation Land Uses.

	Existing Zoning	Existing FLU
Subject Property *Public Works Facility*	PI – Institutional and Public Facilities District	IND - Industrial
North *Unincorporated Palm Beach County*	RH- Multi Family Residential	MR-5 – Medium Residential, 5 units/acre
East *Unincorporated Palm Beach County*	RH- Multi Family Residential	MR-5 – Medium Residential, 5 units/acre
South *Vacant/Conservation*	CP: Conservation/Preservation	Conservation
West *Vacant/Conservation*	CP: Conservation/Preservation	Conservation

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject site has a land use designation of General Industrial. As stated in Policy 1.3.13 of the Town's Comprehensive Plan uses in this land use category primarily include uses involving manufacturing, and processing. This policy goes on to state that additional compatible uses may be permitted in the land development regulations provided that the industrial uses are being maintained on site.

The Town's Public Works campus exists and has been in operation for many years. As the Town continues the trend of growth, they are proposing a solution to ensure that they have enough storage area to house the items needed to facilitate the efficient operation

of the Public Works Department. The proposed request is consistent with the locational criteria set forth in the Comprehensive Plan, as it is spatially separated from the adjacent residential, provided adequate buffering from the surrounding land uses via the designated conservation areas. Additionally, the site does not exceed the 50% requirement in site coverage and the enclosed storage structures do not exceed 50 feet in height.

LANDSCAPING:

As this property is the function of the Town's public works with appropriate storage, workshops and offices. The property's parking lot and main buildings are landscaped per code. The landscape buffer covers the first 25 feet in from the property line and it is also within the dedicated Conservation Easement that runs around most of the property from a width of 50 feet to 70 feet. Encompassing all of that, there is a preservation area that

extends up to the existing fence on the north, west, and south sides for approximately at a width of 50 feet to 125 feet from the property line. All of these combined buffer areas contain existing trees and vegetation, primarily pine upland. The EOC Building required certain trees/shrubs to supplement the open areas of the buffer to assure there was no visibility from Church Street / Limestone Creek Boulevard and the Limestone Creek Community.

The proposed Storage Buildings are in the southeast corner of the fenced compound in an area that is currently being used for open storage. There are vehicles and piles of building/maintenance material. The buildings sit 10-feet of the fence to the south and east. This is to allow for security and ease of maintenance. There is a 100-foot Preservation Area to the south which contains a 50-foot Conservation Easement which then contains a 25-foot Landscape Buffer. The area is full of Pine Trees, Laurel Oaks, Sabal Palms and some Cypress. Additionally, there is understory of Saw Palmetto and various other plants. Other than one corner, the whole fenced-in facility is buffered from the Conservation Land to the south, future home of the Town's multi-purpose trail.

This project is proposing that the 95-foot Preservation Area on the south side (which includes a 50-foot dedicated Conservation Easement) satisfies code foundation planting requirements for the Storage Buildings as it did for the 4,500 square foot building in 2018. As the Storage Buildings sit in an open storage yard, no other landscaping is required.

As for the new parking within this open storage, consider the parking also as sitting within an open storage area. The parking is just to assure that vehicle parking can occur and function as needed within and no other landscaping is required.

CRITERIA FOR SITE PLAN REVIEW:

The Town of Jupiter's Zoning Code lists certain standards that must be addressed as part of the Site Plan Review process. Those standards have been addressed below.

1. **The proposed development is consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan.**
   Response: As this is an existing site, the proposed development will be consistent with the goals, objectives and policies of the Town of Jupiter Comprehensive Plan.

2. **The proposed development is consistent with any applicable, countywide land development regulations.**
   Response: The proposed improvements will be consistent with the applicable countywide land development regulations.

3. The proposed development is consistent with all applicable land development regulations and all other portions of this Code.
Response: The site additions for the southern portion of the property are consistent with the current zoning district regulations for the PI zoning district.

4. The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.
Response: The public works facility site has been functioning for several decades. The site meets the necessary separation requirements from the nearest residential area and is surrounded by conservation land use making it consistent with the area.

5. The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.
Response: As shown on the traffic statement prepared by CJ Lan of the Town of Jupiter, the site will not cause any significant impacts to the surrounding roadways, as it is the intent to only utilize the property for purposes of the Town of Jupiter.

6. There are adequate levels of service for public facilities including but not limited to, transportation, water supply, drainage and sanitation, available concurrent with the impacts of the development proposed by the application.
Response: As the site is existing, no adverse effect will occur on the existing levels of service for the public facilities.

7. The proposed development does not significantly reduce light and air to adjacent properties.
*Response: As the site is surrounded by conservation land use, this criterion does not apply***.**

8. The proposed development does not adversely affect property values in adjacent areas.
Response: The uses proposed for this site will not have any adverse effect on the property values in the area.

9. The proposed development would not be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
Response: The uses proposed for this site will not deter property owners from improving or developing their property.

10. The proposed development does not create noise or visual pollution.
Response: As the proposal if for an enclosed storage building, storage bins, and an open storage area, the applicant does not feel that this will create any visual pollution.

11. The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks.
Response: The proposed improvements will not cause any impact to the adjacent conservation areas or nearby recreational facilities.

12. The proposed development provides pedestrian amenities, including but not limited to, benches, trash receptacles, and/or bicycle parking.
Response: This site will have limited public access, as such, the applicant requests that the Director of Community Development provides an opinion on what pedestrian amenities need to be provided on the property.

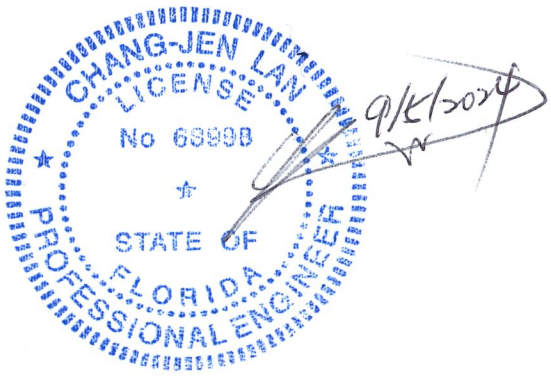
CONCLUSION:

In closing, the applicant is proposing to improve the southern portion of the existing Town of Jupiter Maintenance building located on Washington Street by adding 5,000 and 3,000 square foot enclosed storage buildings, relocating five open storage bins, 2,500 sf covered storage shed, and adding an open storage area. The project will not be a detriment to the existing neighborhood or area. On behalf of the applicant, 2GHO, Inc. respectfully request approval of this amendment.

Traffic Impact Study
For

Public Work Storage Building
Jupiter, Florida

Prepared for
Town of Jupiter, Jupiter, Florida
By
Chang-Jen Lan, Ph.D, P.E.
210 Military Trail
Jupiter, FL 33458
Tel: 561-741-2538; Email: cjl@jupiter.fl.us



September 2024

Engineering Division, Town of Jupiter

Introduction

The additional public works storage buildings will be constructed on the south side of the Public Works building, located at 3131 Washington St., Jupiter, FL 33458, in the Town of Jupiter. As shown in Exhibit 1, the facilities will include a 5,000 SF main storage building and a 3,000 SF covered storage space adjacent to the existing enclosed storage building. The total new covered storage floor area is therefore recorded as 8,000 square feet. These facilities are intended for crew activities, storing materials and equipment as well as limited office space.

It is anticipated that a handful of new equipment will be purchased to serve the growing population and service areas through roadway ownership transfer. For traffic concurrency attainment purposes, it is required to demonstrate in the traffic impact statement whether the newly proposed facility will generate a significant number of vehicular trips that could adversely impact the level of service on adjacent roadways and intersections within the radius of influence. If so, any necessary countermeasures must be identified to mitigate the impact.

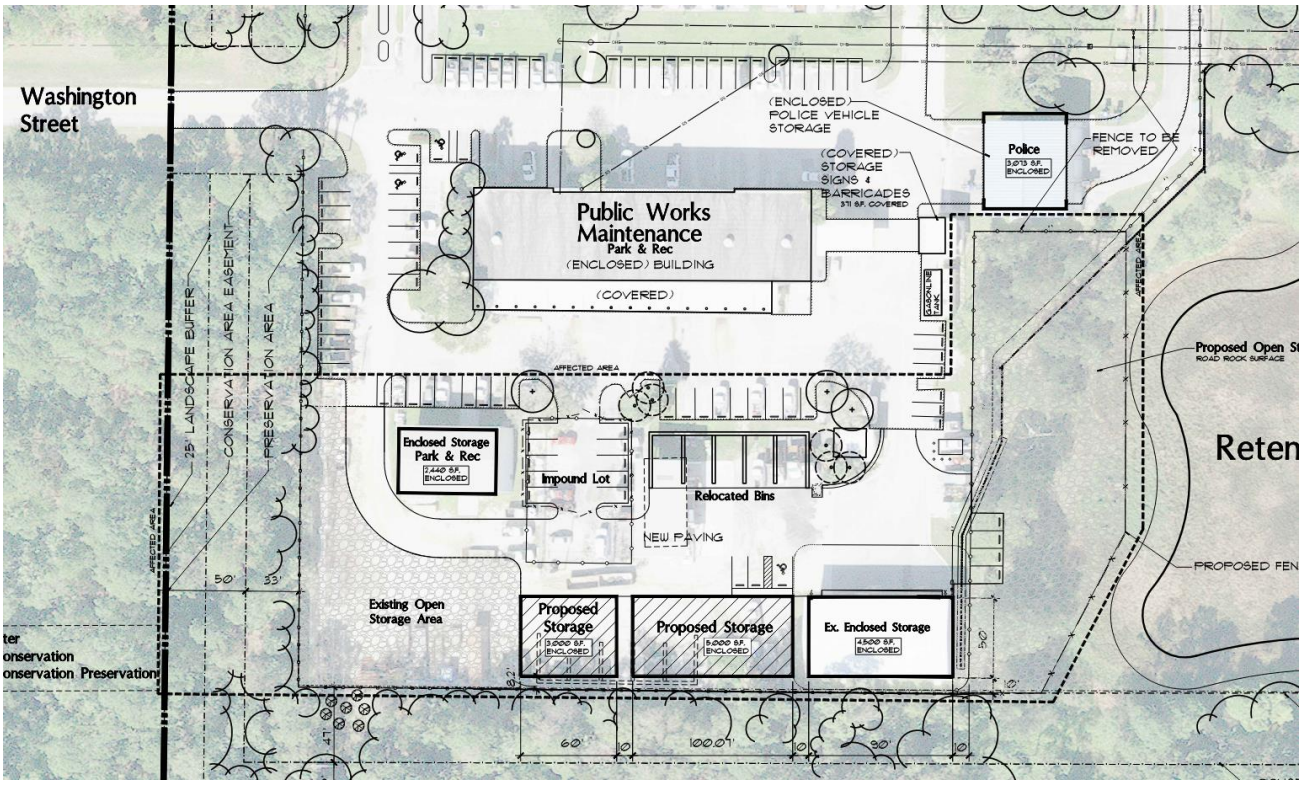


Exhibit 1. Project site plan

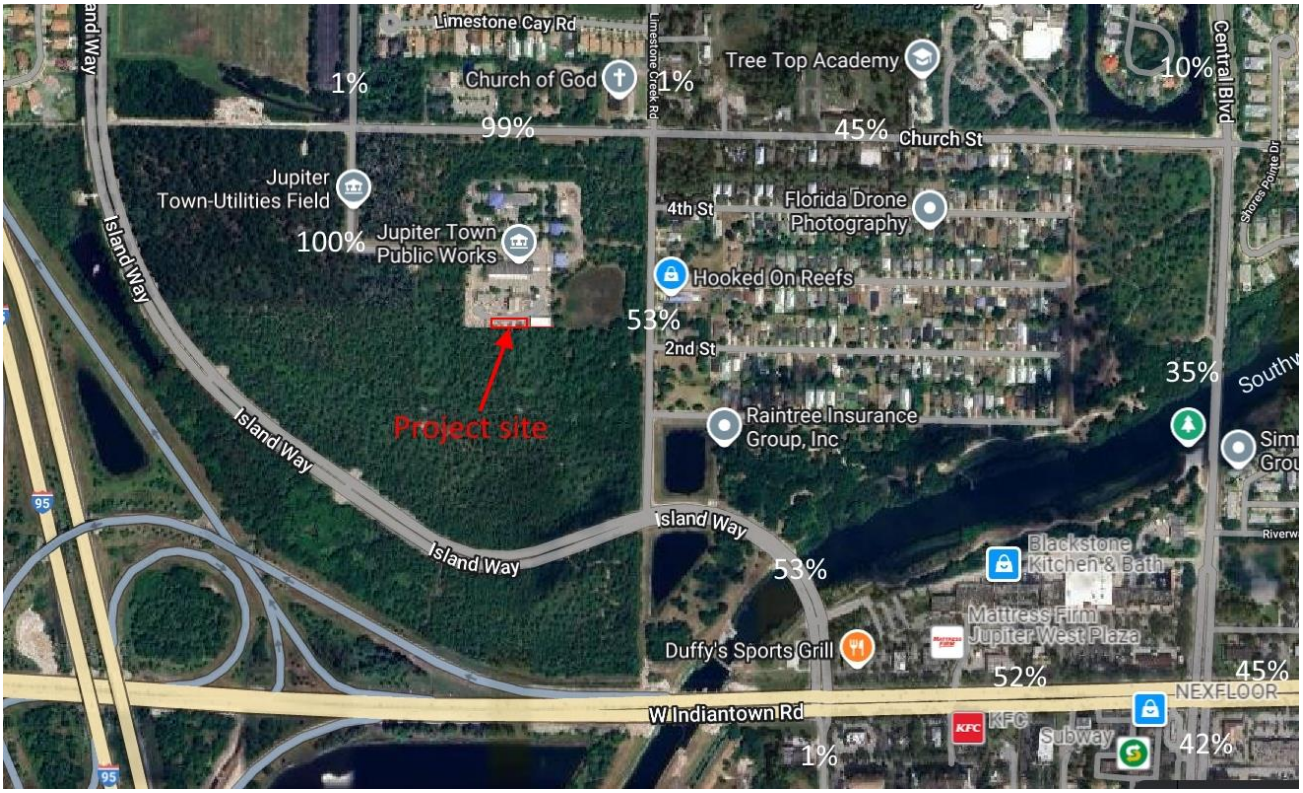


Exhibit 2. Trip distribution map

Trip Generation Analysis

There is no exact trip generation rate reported in the current ITE handbook that aligns perfectly with the proposed storage facilities, considering the specific nature of the functional space maintained by the Public Works department within the public municipality agency. The proposed facilities will be used primarily by Public Works staff for storing materials and equipment as well as operational activities with minimal office space.

To better characterize the functionality of the facility and maintain flexibility for future use, trip generation estimates are based on General Light Industrial (ITE 110) land use category. Since the proposed buildings are auxiliary facilities to the main Public Works building, some of the trips generated are expected to be internal, linked to routine operations of the main building. It is conservatively assumed that one-tenth of the trips will be internal.

The trip generation rates and directional distribution data for weekdays are summarized in Table 1.

Table 1. Trip generation data for the proposed storage building

Land use	Intensity	Time Period	Trip generation rate	Total trips			Internal	Net external trips		
				In	Out	Total	Total	In	Out	Total
General Light Industrial (ITE 110)	8 KSF	Daily	T=3.76(X)+50.47 (50/50)	41	40	81	8	37	36	73
		AM peak	T=0.68(X)+3.81 (88/12)	8	1	9	1	7	1	8
		PM peak	$T = \exp(0.38)X^{0.72}$ (14/86)	1	5	6	1	1	4	5

Conclusions

As indicated in the Trip Generation Analysis, the proposed project is expected to generate 73 net external daily trips**,** including 8 AM peak hour trips and 5 PM peak hour trips, which will affect the surrounding roadway network within the defined radius of influence. The traffic impact is considered insignificant, and therefore, no further traffic concurrency tests are required. The proposed project meets the traffic performance standards of both Palm Beach County and the Town of Jupiter.

TOWN OF JUPITER
Floridan Aquifer System (FAS) Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428)

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution No. 108-24: Approving a contract to All Webbs Enterprises, Inc. for Floridan Aquifer System (FAS) Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428) for an amount of $3,948,860

EXECUTIVE SUMMARY

Resolution No. 108-24 provides for the award of a construction contract for an amount of $3,948,860 to All Webbs Enterprises, Inc. (AWE) of Jupiter, Florida for Floridan Aquifer system (FAS) wellhead improvements and repairs at wells RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428).

The Town has twelve FAS wells, which supply the reverse osmosis plant with raw water, and represent approximately 50% of the water supply for the community. Over the last decade, eleven of the existing FAS wells have experienced significant degradation in production and water quality, and the well facilities are in disrepair due to age and the environment. Two of the FAS wells have exceeded useful life, while six others will achieve useful life in the next 10 years. Improvements to these wells are proposed in lieu of full well replacement, as the cost and availability of land to construct new wells are not favorable. This project proposes to construct improvements to six FAS wells constructed between 1990 and 2003, of which two are currently out of service due to casing failures. A future project (Phase 2) will be necessary to complete improvements at the remaining five FA wells. A project map depicting well site locations is included as an attachment.

Three projects adopted in the Town's Community Investment Program (CIP), namely the Water Asset Maintenance Program (W1290), the Floridan Production Well Replacement Program (W1817), and the Pump Replacement Program (W1402), contain appropriated funds for construction of the improvements included in the proposed contract with AWE. The scope of work required at each well site was determined based on site inspections and condition assessments performed by Town staff and the Utilities' professional engineering and hydrogeology consultants, namely Kimley-Horn and JLA Geosciences. Proposed improvements under this contract generally consist of the following:

- Demolition of aging well site infrastructure
- Removal of aging FRP and PVC well casings, prone to failure and leaks, and replacement with 316 stainless steel casing
- Reconstruction of 316 stainless steel wellheads and well piping including foundations and pipe supports
- Replacement of aging valves and instrumentation

- Replacement of electrical wiring and conduit
- Refurbishment of existing well site transformers
- Replacement of two (2) well pumps
- Repairs to and replacement of well site fencing
- Liner repair at RO-3 to address failures and leaks of existing FRP well casing (currently out of service)
- Stabilization of sub-grade at RO-5 to address settling and failure of pipe supports and pump pad foundations (RO-5 is currently out of service due to a well casing failure)

A solicitation for bids for FAS Wellhead Improvements and Repairs at well sites RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428) was publicly advertised for competitive bids in accordance with the Town's purchasing policy. Two sealed bids were received and opened publicly on September 10th, 2024, with total bid amounts of $3,948,860 and $4,494,200. The lowest total bid was submitted by All Webbs Enterprises, Inc. of Jupiter, Florida in an amount of $3,948,860, which is 14% lower than the 2nd bid. A detailed bid tabulation is attached. AWE's bid proposal was reviewed and found to be responsive to the bid requirements. AWE provided project references, which were contacted and feedback was favorable. AWE possesses the necessary experience and qualifications to complete the work set forth in this contract.

Funding to award this contract to All Webbs Enterprises, Inc. is available in the appropriated CIP budgets for Utilities Water Asset Maintenance Program (W1290), Floridan Production Well Replacement Program (W1817), and Pump Replacement Program (W1402). In addition, staff expects to realize sales and use tax savings through procurement of select materials under the Sales and Use Tax Saving Program included in the contract. Negotiation of a deductive change order with AWE for owner procurement of materials under the Program will occur if the contract is awarded.

Provided this contract with All Webbs Enterprises, Inc. is approved on October 15, 2024, it is anticipated that a notice to proceed will be issued in November 2024 and the project completed by April 2026. Equipment and material lead times for this contract are expected to be long and AWE will be limited to removing only one well from service at a time, to minimize extended adverse impacts on water production by the reverse osmosis plant.

The Town Attorney has reviewed the attached contract and finds it to be in acceptable form.

ANALYSIS

All Webbs Enterprises, Inc.'s bid submitted on September 10th, 2024 for Floridan Aquifer system (FAS) wellhead improvements and repairs at wells RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428) is responsive to the bid requirements and suitable for award at the total bid price of $3,948,860. Sufficient funding to award the contract to AWE exists in the appropriated CIP budgets for Utilities Water Asset Maintenance Program (W1290), Floridan Production Well Replacement Program (W1817), and Pump Replacement Program (W1402) as represented in the funding table below.

STRATEGIC PRIORITY

● Fiscal Responsibility
● Safety

ATTACHMENTS

1. Resolution No. 108-24
2. Project Location Map
3. FY2025 Adopted CIP – Water Asset Maintenance (W1290)
4. FY2025 Adopted CIP – Production Well Replacement Program (W1817)
5. FY2025 Adopted CIP – Pump Replacement Program (W1402)
6. Detailed Bid Tabulation
7. All Webbs Enterprises, Inc. Bid Proposal for W2428
8. Agreement (Contract) between the Town and Contractor
9. Kimley-Horn Bid Review
10. FA Well Improvements Project Budget (Phase 1)

FUNDING SOURCE

Approved in Budget	$ 222,412 $ 1,317,059 $ 840,404 $ 3,507,455 $ 5,887,330	Sources: Fence & Landscape, CIP Acct. 40151033-546089-W1290 RO Wellhead Improve, CIP Acct. 40151033-563402-W1290 Pump Replacements, CIP Acct. 40151033-563404-W1402 FA Well Replacements, CIP Acct. 40151033-563404-W1817 Total Approved and Available Funding
Additional Funding Requested	$ 0	Sources: N/A

For more information or copies of the attachments, please contact Haley Johnson at haleyj@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 108-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR FLORIDAN AQUIFER SYSTEM WELLHEAD IMPROVEMENTS AND REPAIRS AT RO-2, RO-3, RO-5, RO-7, RO-11 AND RO-13 (W2428) WITH ALL WEBBS ENTERPRISES, INC.

WHEREAS, the Town of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities for construction of Floridan Aquifer system wellhead improvements and repairs at wells RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13; and

WHEREAS, the lowest responsive bid received by the Town for the Floridan Aquifer System (FAS) Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428) contract was submitted by All Webbs Enterprises, Inc. of Jupiter, Florida on September 10th, 2024 for a total amount of $3,948,860; and

WHEREAS, All Webbs Enterprises' bid for the proposed contract for Floridan Aquifer System (FAS) Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428) was reviewed and found to be responsive to the bid requirements and suitable for award of the construction contract, in accordance with their bid unit pricing; and

WHEREAS, appropriated funding in the Town of Jupiter's adopted FY2025 Community Investment Program (CIP), specifically project budgets for the Utilities Water Asset Maintenance Program (W1290), Floridan Production Well Replacement Program (W1817), and Pump Replacement Program (W1402) is sufficient to fully fund the proposed contract with All Webbs Enterprises, Inc. for Floridan Aquifer System (FAS) Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428);

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

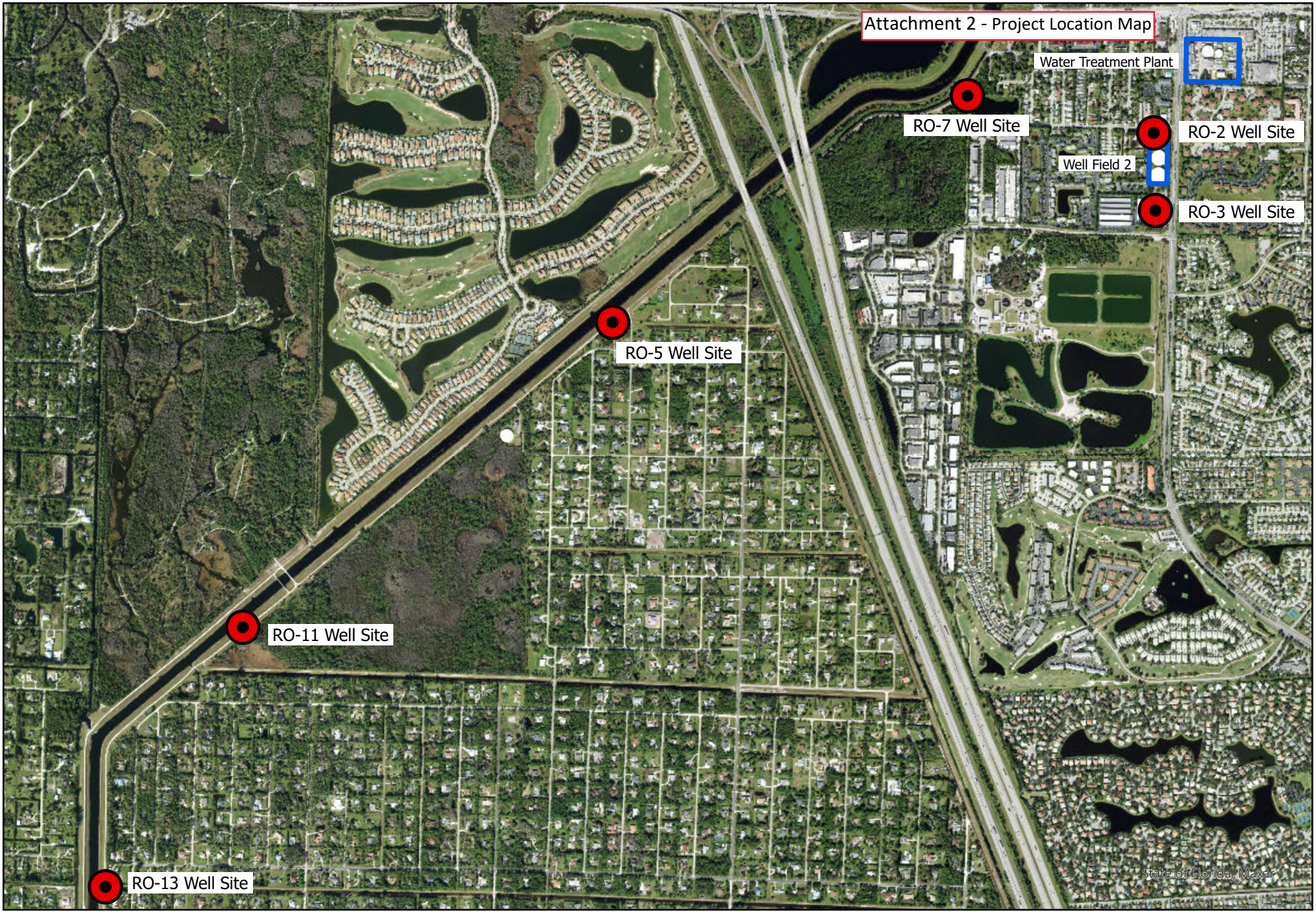
Section 1. The contract between the Town of Jupiter and All Webbs Enterprises, Inc. is hereby approved.

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, All Webbs Enterprises, 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.

10/15/2024



FAS Wells 2, 3, 5, 7, 11, and 13
Well Site Location Exhibit

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029

Project Name:	**Department:**	
Water Asset Maintenance Program	Utilities	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Safety / Fiscal Responsibility	W1290	On-going

Project Description and Justification:

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, surficial and Floridan well rehabilitation, maintenance upgrades of the SCADA and GIS system, roof replacements, and other various inspections, cleanings, repairs and replacements necessary to properly maintain water utility assets.

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. Maintenance of valuable Utility assets is critical to ensuring production and delivery of safe and reliable drinking water to our customers.

Project budgets have been updated to reflect current construction market costs.

Location(s) and Program Schedule

Fiscal Yr	Scope	Budget
2025	Well rehabilitation and wellsite disposal drains	$614,886
	Painting maintenance of various water plant facilities including nanofiltration pretreatment, chemical containment and neutralization areas, administration and warehouse bldg interior, pole barn repairs and painting, pressure washing, wellsite fence replacements, stainless steel pipe maintenance cleaning; and Nano Process Bldg and pretreatment roof repairs	$612,355
	Distribution system and hydrant maintenance painting, and valve, hydrant, water service replacements in Eagles Nest (Ph 2), Whispering Trails (Ph 2), and Ocean Walk (Ph 2)	$313,915
	GIS and SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts	$365,343
2026	Wellfield Recharge System canal maintenance cleaning	$80,235
	Well rehabilitation	$389,464
	Painting maintenance of various water plant facilities including clearwells and other water holding structures, above ground piping, on-site ground storage tanks (3 MG, 1.5 MG), Utility Field Office and warehouse interior, Utility Field Office pole barn, pressure washing, fence replacements, stainless steel pipe maintenance cleaning	$477,198
	Distribution system and hydrant maintenance painting, and valve, hydrant, water service replacements in Ocean Dunes, Beachcomber (Ph 1), and Admiral's Cove	$209,149
	GIS and SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts	$328,063
2027	Well rehabilitation	$401,147
	Painting maintenance of various water plant facilities including clearwells and other water holding structures, above ground piping, off site ground storage tanks, pressure washing, stainless steel pipe maintenance cleaning	$873,783
	Distribution system and hydrant maintenance painting, and valve, hydrant, water service replacements in The Shores, Palm Beach Country Estates, The Heights of Jupiter, and Beachcomber (Ph 2)	$194,389
	GIS and SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts	$398,273
2028	Well rehabilitation and wellsite disposal drains	$643,919
	Painting maintenance of various water plant facilities including structures, above ground piping, pressure washing, stainless steel pipe maintenance cleaning, clean and inspect acid tank interiors	$272,915
	Distribution system and hydrant maintenance painting, and valve, hydrant, water service replacements in Mallards Cove (Ph 2), Jupiter Gardens Condos, Jupiter Ocean & Racquet Club	$269,637
	GIS and SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts	$410,221
2029	Well rehabilitation	$425,578
	Painting maintenance of various water plant facilities including structures, above ground piping, pressure washing, stainless steel pipe maintenance cleaning	$188,359
	Distribution system and hydrant maintenance painting, and valve, hydrant, water service replacements in Riverbend Country Club (Ph 1 & 2)	$259,393
	GIS and SCADA Upgrades of Control Panels, Programmable Logic Controllers, Human Machine Interface systems, and Remote Telemetry systems, servers and virtualization hosts	$228,022

Project Photo(s) / Map of Location





TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029

Project Name:	**Department:**
Water Asset Maintenance Program	Utilities
Link to Strategic Plan/Strategic Result:	**Project #:**
Safety / Fiscal Responsibility	W1290

Project Budget:	**Prior to 2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
Land acquisition	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$0	$0	$0	$0	$0	$0	$0
Engineering	$0	$0	$0	$0	$0	$0	$0
Construction	$16,871,924	$1,906,499	$1,484,109	$1,867,592	$1,596,692	$1,101,352	$24,828,168
Equipment	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$16,871,924**	**$1,906,499**	**$1,484,109**	**$1,867,592**	**$1,596,692**	**$1,101,352**	**$24,828,168**

Funding Sources:	**Prior to 2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
General revenues	$0	$0	$0	$0	$0	$0	$0
Impact fees	$0	$0	$0	$0	$0	$0	$0
Surtax proceeds	$0	$0	$0	$0	$0	$0	$0
Escrow & deposits	$0	$0	$0	$0	$0	$0	$0
Grant revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater R&R funds	$0	$0	$0	$0	$0	$0	$0
Water R & R funds	$16,871,924	$1,906,499	$1,484,109	$1,867,592	$1,596,692	$1,101,352	$24,828,168
Off-site fees	$0	$0	$0	$0	$0	$0	$0
Total Revenues	**$16,871,924**	**$1,906,499**	**$1,484,109**	**$1,867,592**	**$1,596,692**	**$1,101,352**	**$24,828,168**

Previous Years:	**Prior to FY 2020**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Total**
Amount Budgeted	$7,856,375	$2,013,630	$1,948,058	$2,260,525	$1,636,992	$1,156,344	$16,871,924
Amount Expended	$6,016,442	$1,050,728	$2,418,653	$1,554,397	$1,133,212	$423,716	$12,597,148
Balance							**$4,274,776**

Footnote: Expenditures anticipated to continue after 5-year planning window.

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029

Project Name:	**Department:**	
Production Well Replacement Program	Utilities	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Safety / Fiscal Responsibility	W1817	2027-2030

Project Description and Justification:

Several of the Town's drinking water supply wells have exceeded their useful life and are no longer responding to rehabilitation efforts. Poor production, high sand content, and poor water quality renders a well unusable. This project involves replacing those wells which have reached the end of their useful life and are no longer responding to well rehabilitation efforts. Replacement includes drilling test wells and new production wells, installing new wellhead piping, raw watermain modifications, instrumentation and electrical improvements, and abandoning existing wells.

This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by managing the renewal and replacement of water system assets to provide well maintained water supply facilities. These activities enable the Utility to meet customer demands for safe and reliable drinking water which meets all quality standards.

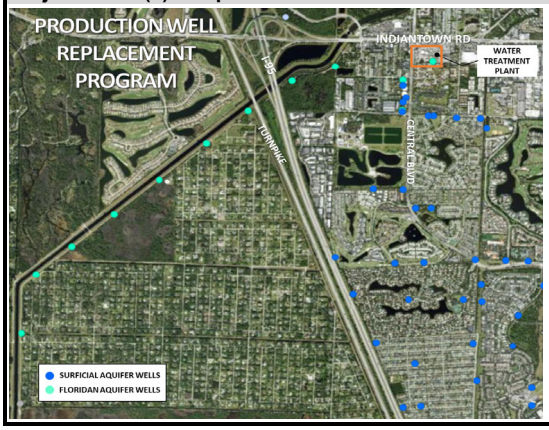
Raw water supply capacity and quality are critical components of membrane treatment. A membrane train requires a specific amount of raw water to function. Inadequate raw water capacity results in operational failure of the membrane train. Poor water quality contributes to high feed pressures, which if too high will cause the membrane plant to shut down, and poor water quality can also cause damage to the membranes by fouling or scaling. Wells that have stopped responding to rehabilitation should be replaced as they are no longer usable.

Design for replacement of two surficial aquifer wells (SA16 & SA17) approved in FY2024 is underway. Eleven of the twelve existing Floridan Aquifer (FA) wells have experienced significant degradation in production and water quality and the well facilities are in disrepair due to age and environment. Two of the FA wells have exceeded useful life, while six others will achieve useful life in the next 10 years. Improvements to these wells are proposed in lieu of full well replacement, as cost and availability of land to construct new wells are not favorable. Project budgets have been updated to reflect current construction market costs.

Location(s) and Program Schedule

Fiscal Yr	Scope	Budget
2025		$0
2026	Phase 2 of Floridan Aquifer (FA) well improvements for well casing repairs, wellhead, piping, electrical, instrumentation and control component replacements in lieu of full well replacement (RO6, RO8, RO9, RO10, RO11, RO12)	$2,551,853
2027	Replace two Surficial Aquifer (SA) production wells (SA21 & SA27). These well are no longer responding to well rehabilitation.	$2,516,169
2028		$0
2029	Replace two Surficial Aquifer (SA) production wells (SA15 & SA18). These well are no longer responding to well rehabilitation.	$2,382,883

Project Photo(s) / Map of Location





TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029

Project Name:	**Department:**
Production Well Replacement Program	Utilities
Link to Strategic Plan/Strategic Result:	**Project #:**
Safety / Fiscal Responsibility	W1817

Project Budget:	**Prior to 2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
Land acquisition	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$0	$0	$0	$0	$0	$0	$0
Engineering	$1,213,035	$0	$125,000	$276,779	$0	$262,117	$1,876,931
Construction	$8,556,880	$0	$2,426,853	$2,239,390	$0	$2,120,766	$15,343,889
Equipment	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$9,769,915**	**$0**	**$2,551,853**	**$2,516,169**	**$0**	**$2,382,883**	**$17,220,820**

Funding Sources:	**Prior to 2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
General revenues	$0	$0	$0	$0	$0	$0	$0
Impact fees	$0	$0	$0	$0	$0	$0	$0
Surtax proceeds	$0	$0	$0	$0	$0	$0	$0
Escrow & deposits	$0	$0	$0	$0	$0	$0	$0
Grant revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater R&R funds	$0	$0	$0	$0	$0	$0	$0
Water R & R funds	$9,769,915	$0	$2,551,853	$2,516,169	$0	$2,382,883	$17,220,820
Off-site fees	$0	$0	$0	$0	$0	$0	$0
Total Revenues	**$9,769,915**	**$0**	**$2,551,853**	**$2,516,169**	**$0**	**$2,382,883**	**$17,220,820**

Previous Years:	**Prior to FY 2020**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Total**
Amount Budgeted	$2,653,600	$221,030	$762,043	$4,382,072	-$445,000	$2,196,170	$9,769,915
Amount Expended	$33,876	$760,351	$1,266,654	$445,304	$1,167,831	$392,564	$4,066,580
Balance							**$5,703,335**

Footnote: Expenditures anticipated to continue after 5-year planning window.

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029

Project Name:	**Department:**	
Pump Replacement Program	Utilities	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Safety / Fiscal Responsibility	W1402	On-going

Project Description and Justification:

The Water System has 40+ large pumps that either assist in the treatment process, transfer finished water to storage, or deliver water to customers through the distribution system. These high duty pumps have a useful life of 20 years. This program provides funding to replace these pumps and associated appurtenances as they reach the end of useful life. Maintaining design pumping capacities and reliable pumping equipment is critical to treatment operations and meeting customer and system demands.

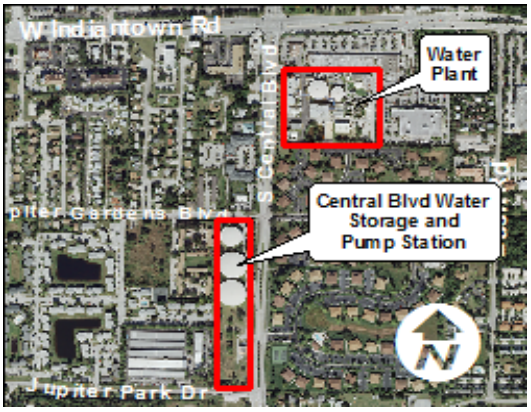
This project supports the Town's Strategic Plan Result of Fiscal Responsibility and Safety by managing critical assets to maximize useful life and provide for replacements as needed. This activity ensures water demands are met, providing for the public health and well being or our customers.

The project to replace Floridan aquifer (FA) well pumps will commence in 2025. Additional funding has been allocated for the remaining FA well pump replacements in FY26. Replacement of 34 year old deteriorating discharge piping and non-functioning valves for the reverse osmosis (RO) clearwell transfer pumps, previously planned for FY25, has been postponed to FY27 based on coordination with other improvements at the RO Plant. Replacement of discharge piping, valves, and flowmeter for the on-site high service pumps will also occur in FY27. Funding for each of these projects has been increased to reflect updated construction costs, which accounts for current market conditions. Funding for replacement of high service pumps located at the Central Blvd Water Storage and Pumping Facility and Riverbend Pump Station has been postponed to FY2030 as current condition remains acceptable. Project budgets have been updated to reflect current construction market costs.

Location(s) and Program Schedule

Fiscal Yr	Scope	Budget
2025		$0
2026	Additional funding to complete replacement of Floridan Aquifer well pumps	$213,000
2027	Replace deteriorating 34-year old RO clearwell transfer pumps, piping and valves and on-site high service pump discharge piping, valves and flowmeter	$1,751,707
2028		$0
2029		$0

Project Photo(s) / Map of Location





TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029

Project Name:	**Department:**
Pump Replacement Program	Utilities
Link to Strategic Plan/Strategic Result:	**Project #:**
Safety / Fiscal Responsibility	W1402

Project Budget:	**Prior to 2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
Land acquisition	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$0	$0	$0	$0	$0	$0	$0
Engineering	$180,500	$0	$0	$175,171	$0	$0	$355,671
Construction	$1,544,399	$0	$0	$1,576,536	$0	$0	$3,120,935
Equipment	$0	$0	$213,000	$0	$0	$0	$213,000
Other	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$1,724,899**	**$0**	**$213,000**	**$1,751,707**	**$0**	**$0**	**$3,689,606**

Funding Sources:	**Prior to 2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
General revenues	$0	$0	$0	$0	$0	$0	$0
Impact fees	$0	$0	$0	$0	$0	$0	$0
Surtax proceeds	$0	$0	$0	$0	$0	$0	$0
Escrow & deposits	$0	$0	$0	$0	$0	$0	$0
Grant revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater R&R funds	$0	$0	$0	$0	$0	$0	$0
Water R & R funds	$1,724,899	$0	$213,000	$1,751,707	$0	$0	$3,689,606
Off-site fees	$0	$0	$0	$0	$0	$0	$0
Total Revenues	**$1,724,899**	**$0**	**$213,000**	**$1,751,707**	**$0**	**$0**	**$3,689,606**

Previous Years:	**Prior to FY 2020**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Total**
Amount Budgeted	$924,899	$0	$0	$800,000	$0	$0	$1,724,899
Amount Expended	$822,430	$49,242	$0	$0	$12,823	$0	$884,495
Balance							**$840,404**

Footnote: Expenditures anticipated to continue after 5-year planning window.

Town of Jupiter Utilities
FLORIDAN AQUIFER SYSTEM (FAS) WELLHEAD IMPROVEMENTS AND REPAIRS
AT RO-2, RO-3, RO-5, RO-7, RO-11 AND RO-13 (W2428)
September 10, 2024 2:00pm Bid Opening

VENDOR				All Webbs Enterprises, Inc.		Florida Design Drilling, LLC	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Consideration for Indemnification	LS	1	$100.00	$100.00	$100.00	$100.00
2	Bonds and Insurance (Shall Not Exceed 2% of the Sum of Bid Items 7 to 37)	LS	1	$60,000.00	$60,000.00	$80,000.00	$80,000.00
3	General Conditions / Contract Administration (Shall Not Exceed 1% of the Sum of Bid Items 7 to 37)	LS	1	$32,660.00	$32,660.00	$40,000.00	$40,000.00
4	Mobilization and Demobilization (Shall Not Exceed 5% of the Sum of Bid Items 7 to 37)	LS	1	$150,000.00	$150,000.00	$160,000.00	$160,000.00
5	Shop Drawings, Survey Layout and Record Drawings	LS	1	$30,000.00	$30,000.00	$68,000.00	$68,000.00
6	Pre-Construction and Post-Construction Video	LS	1	$12,000.00	$12,000.00	$4,300.00	$4,300.00
7	Well RO-2 Site Demolition	LS	1	$38,000.00	$38,000.00	$4,900.00	$4,900.00
8	Well RO-2 Civil and Mechanical Improvements	LS	1	$185,000.00	$185,000.00	$294,000.00	$294,000.00
9	Well RO-2 Electrical and Instrumentation Improvements	LS	1	$105,000.00	$105,000.00	$112,500.00	$112,500.00
10	Well RO-2 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00	$10,500.00	$10,500.00
11	Well RO-2 Bacteriological Testing	LS	1	$5,800.00	$5,800.00	$800.00	$800.00
12	Well RO-3 Site Demolition	LS	1	$39,000.00	$39,000.00	$4,900.00	$4,900.00
13	Well RO-3 Liner Repair	LS	1	$495,000.00	$495,000.00	$326,500.00	$326,500.00
14	Well RO-3 Civil and Mechanical Improvements	LS	1	$219,000.00	$219,000.00	$290,000.00	$290,000.00
15	Well RO-3 Electrical and Instrumentation Improvements	LS	1	$108,000.00	$108,000.00	$155,500.00	$155,500.00
16	Well RO-3 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00	$10,500.00	$10,500.00
17	Well RO-3 Bacteriological Testing	LS	1	$5,800.00	$5,800.00	$2,000.00	$2,000.00
18	Well RO-5 Site Demolition	LS	1	$38,000.00	$38,000.00	$11,000.00	$11,000.00
19	Well RO-5 Civil and Mechanical Improvements	LS	1	$491,000.00	$491,000.00	$645,500.00	$645,500.00
20	Well RO-5 Electrical and Instrumentation Improvements	LS	1	$209,000.00	$209,000.00	$217,000.00	$217,000.00
21	Well RO-5 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00	$10,500.00	$10,500.00
22	Well RO-5 Bacteriological Testing	LS	1	$5,800.00	$5,800.00	$800.00	$800.00
23	Well RO-7 Site Demolition	LS	1	$35,000.00	$35,000.00	$2,200.00	$2,200.00
24	Well RO-7 Civil and Mechanical Improvements	LS	1	$90,000.00	$90,000.00	$179,000.00	$179,000.00
25	Well RO-7 Electrical and Instrumentation Improvements	LS	1	$172,000.00	$172,000.00	$183,500.00	$183,500.00
26	Well RO-7 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00	$10,500.00	$10,500.00
27	Well RO-7 Bacteriological Testing	LS	1	$5,800.00	$5,800.00	$800.00	$800.00
28	Well RO-11 Site Demolition	LS	1	$38,000.00	$38,000.00	$4,900.00	$4,900.00
29	Well RO-11 Civil and Mechanical Improvements	LS	1	$220,000.00	$220,000.00	$371,000.00	$371,000.00
30	Well RO-11 Electrical and Instrumentation Improvements	LS	1	$140,000.00	$140,000.00	$161,500.00	$161,500.00
31	Well RO-11 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00	$10,500.00	$10,500.00
32	Well RO-11 Bacteriological Testing	LS	1	$6,000.00	$6,000.00	$800.00	$800.00
33	Well RO-13 Site Demolition	LS	1	$44,000.00	$44,000.00	$4,900.00	$4,900.00
34	Well RO-13 Civil and Mechanical Improvements	LS	1	$490,000.00	$490,000.00	$667,500.00	$667,500.00
35	Well RO-13 Electrical and Instrumentation Improvements	LS	1	$128,000.00	$128,000.00	$136,500.00	$136,500.00
36	Well RO-13 Disinfection and Sampling Setup	LS	1	$7,600.00	$7,600.00	$10,500.00	$10,500.00
37	Well RO-13 Bacteriological Testing	LS	1	$5,800.00	$5,800.00	$800.00	$800.00
38	Unforeseen Conditions Allowance	ALLOW	1	$300,000.00	$300,000.00	$300,000.00	$300,000.00
			Bid Total (Item Nos. 1-38) =		**$3,948,860.00**		**$4,494,200.00**

BID PROPOSAL

Bidding Company Name: ALL WEBBS ENTERPRISES, INC

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 Bidder has read all addenda issued prior to the opening of Bids; and that Bidder 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:

> Construction of well site civil and wellhead mechanical, electrical, and instrumentation improvements and repairs for five (5) Floridan Aquifer drinking water supply wells RO-2, RO-3, RO-5, RO-7 and RO-13 located in the Town of Jupiter water service area including but not limited to demolition of existing wellheads, concrete pipe supports, concrete slabs, piping, instrumentation, electrical wiring and conduit, and well site fencing as noted in the Bid Documents; demolition of a portion of existing well casing and replacement with stainless steel well casing (Wells RO-2, RO-3 and RO-13); protection of existing facilities not marked for demolition; stabilization of sub-grade and site grading improvements at Well RO-5; furnish and installation of stainless steel liner repair at Well RO-3; furnish and installation of two (2) new vertical turbine well pump and motor (Wells RO-5 and RO-13), 316 stainless steel support tables and wellheads, concrete foundations and slabs, 316 stainless steel discharge piping, 316 stainless steel valves and fittings, HDPE pipe and fittings, concrete pipe supports, flow meters, pressure transmitters and gauges, air release valves and other instrumentation, electrical conduit and wiring; complete well disinfection, flushing, bacteriological analysis, start-up testing; site work improvements including new fencing (Wells RO-5, RO-7 and RO-13), site restoration at all wells, and all other work required to provide complete and operational wells as described by 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-REVISED BY ADDENDUM 1

FLORIDAN AQUIFER SYSTEM (FAS) WELLHEAD IMPROVEMENTS AND REPAIRS

AT RO-2, RO-3, RO-5, RO-7, RO-11 AND RO-13 (W2428)

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDING COMPANY NAME: All Webb Enterprises, Inc

Item No.	Item Description	Unit	Est. Qty	Unit Price	Extended Value
1	Consideration for Indemnification	LS	1	$ 100.00	$ 100.00
2	Bonds and Insurance (Shall Not Exceed 2% of the Sum of Bid Items 7 to 37)	LS	1	$ 60,000.00	$ 60,000.00
3	General Conditions / Contract Administration (Shall Not Exceed 1% of the Sum of Bid Items 7 to 37)	LS	1	$ 32,660.00	$ 32,660.00
4	Mobilization and Demobilization (Shall Not Exceed 5% of the Sum of Bid Items 7 to 37)	LS	1	$ 150,000.00	$ 150,000.00
5	Shop Drawings, Survey Layout and Record Drawings	LS	1	$ 30,000.00	$ 30,000.00
6	Pre-Construction and Post-Construction Video	LS	1	$ 12,000.00	$ 12,000.00
7	Well RO-2 Site Demolition	LS	1	$ 38,000.00	$ 38,000.00
8	Well RO-2 Civil and Mechanical Improvements	LS	1	$ 185,000.00	$ 185,000.00
9	Well RO-2 Electrical and Instrumentation Improvements	LS	1	$ 105,000.00	$ 105,000.00
10	Well RO-2 Disinfection and Sampling Setup	LS	1	$ 7,500.00	$ 7,500.00
11	Well RO-2 Bacteriological Testing	LS	1	$ 5,800.00	$ 5,800.00
12	Well RO-3 Site Demolition	LS	1	$ 39,000.00	$ 39,000.00
13	Well RO-3 Liner Repair	LS	1	$ 495,000.00	$ 495,000.00
14	Well RO-3 Civil and Mechanical Improvements	LS	1	$ 214,000.00	$ 214,000.00
15	Well RO-3 Electrical and Instrumentation Improvements	LS	1	$ 108,000.00	$ 108,000.00
16	Well RO-3 Disinfection and Sampling Setup	LS	1	$ 7,500.00	$ 7,500.00

BID SCHEDULE OF VALUES-REVISED BY ADDENDUM 1

FLORIDAN AQUIFER SYSTEM (FAS) WELLHEAD IMPROVEMENTS AND REPAIRS

AT RO-2, RO-3, RO-5, RO-7, RO-11 AND RO-13 (W2428)

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDING COMPANY NAME: All Webbs Enterprises, Inc

Item No.	Item Description	Unit	Est. Qty	Unit Price	Extended Value
17	Well RO-3 Bacteriological Testing	LS	1	$5,800.00	$5,800.00
18	Well RO-5 Site Demolition	LS	1	$38,000.00	$38,000.00
19	Well RO-5 Civil and Mechanical Improvements	LS	1	$491,000.00	$491,000.00
20	Well RO-5 Electrical and Instrumentation Improvements	LS	1	$209,000.00	$209,000.00
21	Well RO-5 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00
22	Well RO-5 Bacteriological Testing	LS	1	$5,800.00	$5,800.00
23	Well RO-7 Site Demolition	LS	1	$35,000.00	$35,000.00
24	Well RO-7 Civil and Mechanical Improvements	LS	1	$90,000.00	$90,000.00
25	Well RO-7 Electrical and Instrumentation Improvements	LS	1	$172,000.00	$172,000.00
26	Well RO-7 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00
27	Well RO-7 Bacteriological Testing	LS	1	$5,800.00	$5,800.00
28	Well RO-11 Site Demolition	LS	1	$38,000.00	$38,000.00
29	Well RO-11 Civil and Mechanical Improvements	LS	1	$220,000.00	$220,000.00
30	Well RO-11 Electrical and Instrumentation Improvements	LS	1	$140,000.00	$140,000.00
31	Well RO-11 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00
32	Well RO-11 Bacteriological Testing	LS	1	$6,000.00	$6,000.00
33	Well RO-13 Site Demolition	LS	1	$44,000.00	$44,000.00
34	Well RO-13 Civil and Mechanical Improvements	LS	1	$490,000.00	$490,000.00

BID SCHEDULE OF VALUES-REVISED BY ADDENDUM 1

FLORIDAN AQUIFER SYSTEM (FAS) WELLHEAD IMPROVEMENTS AND REPAIRS

AT RO-2, RO-3, RO-5, RO-7, RO-11 AND RO-13 (W2428)

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDING COMPANY NAME: All Wedgs Enterprises, Inc

Item No.	Item Description	Unit	Est. Qty	Unit Price	Extended Value
35	Well RO-13 Electrical and Instrumentation Improvements	LS	1	$ 128,000.00	$ 128,000.00
36	Well RO-13 Disinfection and Sampling Setup	LS	1	$ 7,600.00	$ 7,600.00
37	Well RO-13 Bacteriological Testing	LS	1	$ 5,800.00	$ 5,800.00
38	Unforeseen Conditions Allowance	ALLOW	1	$ 300,000.00	$ 300,000.00
				Total Bid Price, Item Nos. 1 – 38	$ 3,948,860.00

Total Bid Price (Items 1-38) in Words: Three Million Nine Hundred Forty-Eight Thousand eight Hundred Sixty

LIST OF SUBCONTRACTORS AND SUPPLIERS

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's total bid. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. If Prime Contractor will self-perform any of the work listed below it shall be indicated as self-perform under Subcontractor License Number.

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor/Supplier Name & Address
Pipe/Mechanical Stainless Steel Piping, Welding Piping, Pickling and Passivation		7%	Aerex
Fusion of HDPE Pipe		<1%	Isco
Liner Repair at RO-3		13%	Self
Electrical	EC13004255	7%	Gilmore
Instrumentation and Controls		6%	CC Controls
Stainless Steel - Wellhead Tables Fabricator/Welding		1%	West Palm Machine
Well Pump Supplier		11%	Afton Pumps
Pin Piling Installer	CBC1255310	<1%	Helicon
State certified laboratory for sampling and testing		<1%	AEL

Note: Provide licenses, certifications, experience, E-Verify and qualification forms for those subcontractors listed above. Attach additional pages as needed.

QUALIFICATION REQUIREMENTS

(Complete these pages entirety and include with Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURANCY 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's 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 the State of Florida license number for this project:

Eugene Haggerty

1. State the numbers of years your organization has been doing business in the State of Florida:

46

2. State the number of years your organization has been conducting business as a licensed General Contractor in the State of Florida:

21

3. State the number of years your organization has been conducting business as a licensed Water Well Contractor in the State of Florida. If this work will be subcontracted, a response of N/A should be indicated below, and List of Subcontractors and Suppliers completed accordingly. Previous experience and qualifications of the Water Well Subcontractor for at least four (4) similar projects over the last five (5) years should be included with the Proposal.

6

4. State the location of the office from which this Contract will be managed.

309 Commerce Way Jupiter, Florida, 33458

5. State the number of employees available to complete the work contemplated by this contract.

63

6. We normally perform 90 % of the work with our own work force. List portions of the Work for which Bidder is qualified and has the manpower to self-perform:

QUALIFICATION REQUIREMENTS (CONTINUED)

7. List portions of the Work for which Bidder is unable or not equipped to self-perform and therefore will subcontract under this Contract:

We will need an Eletrical Sub Contractor

8. List equipment owned by Contractor to complete the Work identified for this Contract.

Please See the attached Equipment List

9. List equipment to be rented by Contractor to complete the Work of this Contract.

None

10. Provide the name and experience of the 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 three (3) years with this company, provide name and contact information for Project Manager's previous employer. Attach additional pages as necessary.

David Webb Jr. (2003 - present) Engineer/Operations Manager/ Cementer/Logger/Vice President

11. Provide the name and experience of the Bidder's Superintendent who will be assigned to this Contract, if awarded. Include number of years in this position and with this company. If less than three (3) years with this company, provide name and contact information for Project Manager's previous employer. Attach additional pages as necessary.

We have a number of exeerienced superintendents, Drillers, and Righands avaible to perform this work.
A list of personnel will be supplied if Requested.
Superintendent - Cameron Kiss
(Please see Cameron's attached Resume)

S. CAMERON KISS

1562 SE Saxony St, Port Saint Lucie, FL 34983
Phone 772.626.3577 / Email
Scameronkiss55@Gmail.com

EDUCATION

- **Central Florida Community College,** Ocala, FL
  Associate of Arts Degree - May 2007

EXPERIENCE

All Webbs Enterprises Inc. **March 2020 – Present**

- Superintendent
  - Superintend site work for municipal well pump systems for PBCWUD, Seacoast and other including surveying, site grading, electrical, slab, underground pipe and fittings, instrumentation and controls, pumps, fencing, as-builts, site restoration, and startups.

R2T- River to Tap **April 2019 – March 2020**

- Wastewater Plant Improvements- Seacoast Utilities
- Furnish and installed turbo blower building which included (4) centrifugal pumps, (2) turbo blowers, and all overhead stainless steel piping which was tied into existing plant infrastructure

Independent Contractor **April 2018 – April 2019**

- Completed various private contracts in SE Florida such as plumbing, carpentry, mechanical, marine, and landscaping

City of Stuart **Stuart, FL**
Capital Projects Engineering Inspector **June 2016 - April 2018**

- Inspect work quality and materials used in a variety of public works projects
- Perform cost control; recognize potential cost increases and provide alternatives, recommendations and solutions.
- Prepare detailed documentation of construction progress and inspection; prepare various reports on daily operations and activities
- Assist in developing specifications for future contracts; gather quantity information for contract bids and billing
- Respond to citizen inquiries/complaints regarding public works and development projects
- Coordinate work and interact with other City departments and outside agencies
- Confer with property owners regarding project schedule, hazards and inconvenience; schedule service interruptions with the least inconvenience to property owners
- Conduct final inspections; review as built drawings; compile final inspection correction list and inspect corrections
- Represent the City with developers, contractors, and engineers; review plans and specifications to gain familiarity with construction projects

City of Stuart **Stuart, FL**
Distribution System Superintendent **December 2015 - June 2016**

- Oversee assigned projects and contractual services provided to the city and review work to ensure timely completion within budget
- Supervise and participate in the installation and repair of water mains, service lines, leaks, hydrants and valves; the repair and installation of meters and pipes, and operate heavy equipment necessary to complete the task
- Schedule operating personnel and respond to emergency calls
- Assist with the development of the department's budget

TLC Diversified, Inc **West Palm Beach, FL**
Superintendent **May 2013 - December 2015**

- Completed projects on time and within budget once project had been established
- Evaluated job needs; tools, material, equipment, man power, etc. and review with project manager to maximize production
- Forecast potential conflicts prior to impacting the project
- Coordinate all logistics pertaining to subcontractors and suppliers
- Always maintained a safe, organized and positive work environment
- Conduct job-site safety meetings enforcing company policy
- Generate accurate as-builts and review with surveyor
- Construct/Rehabilitate seven municipal water supply wells and properly abandoning the old wells
- Construct and plumb chemical feed sections of a water plant
- Demolish and reconstruct four filters for a water treatment plant
- Rehabilitate a master storm water lift station containing two vertical turbine pumps
- Install mixers in a waste water treatment plant without disturbing process
- Rehabilitate Submersible lift stations

Town of Jupiter Island/South Martin Regional Utility **Hobe Sound, FL**
Distribution & Collection Technician **December 2008–April 2013**

- Troubleshoot lift stations by locating pump, control, or electrical issues
- Disassemble all types of pumps to perform maintenance and diagnose problems
- Manage multiple projects within the infrastructure
- Delegate duties to fellow employees to optimize production and safety
- Rehabilitate lift stations (panels, wet wells, pumps and valve pits)
- Tap Water, Force, I.Q. and Gravity mains for service lines
- Repair Water and Force main breaks up to 16 by performing line stops and isolating the break
- Operate heavy equipment of various types
- Properly execute MOT for job sites containing traffic

Sunbelt Rental, Inc. **Ocala, FL**
Outside Sales Representative **March 2005 - November 2008**

- Prepared computer-generated proposals for customers on a daily basis
- Negotiated original orders; maximizing rate & volume
- Developed assigned territory, maximized sales potential
- Built & maintained rapport with company's existing customers
- Organized a daily schedule for machine deliveries & collections (included

assigning drivers & mapping out most cost-effective driving schedule)
- Entrusted to perform all responsibilities of opening & closing the store
- Assumed managerial responsibilities during weekend operating hours

Trio Development, Corp. **Pompano Beach, FL**
Underground Utilities Worker **August 2002– January 2005**

- Worked in lift station construction, rehabilitation, & assisted with startups of finished lift stations
- Operated heavy machinery including, but not limited to forklifts, front-end loaders, skid steers, combinations, excavators, & hydraulic cranes (OSHA certified aerial & forklift operator)
- Knowledgeable in hydraulic technology of heavy machinery

LICENSES

- Class 3 Distribution system Operator

CERTIFICATIONS

- Wastewater Collection Class C
- Reclaimed Water Distribution Class C
- Lift Station Maintenance
- CPR

TRAINING

- Lockout tag out
- Chemical systems maintenance safety
- Power line and outdoor conductor safety
- Electrical systems maintenance safety
- Inspecting water utility's properties
- Disaster recovery hazards
- Municipal vehicle operations and inspections
- Foot protection
- Substance abuse
- Hand and hand held power tools
- Infectious disease
- Backhoe operator safety
- Workplace violence
- Safety administration
- Confined space
- Excavating safety
- Municipal lead safety
- Heat exhaustion

QUALIFICATION REQUIREMENTS (CONTINUED)

12. Has Bidder ever failed to complete awarded work? No
If so, state where, when and why:
N/A

13. 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: This Information can be Provided If we are low bid.
OWNER NAME/CONTACT INFO: None
CONTRACT COMPLETION DATE: None
ACTUAL COMPLETION DATE: None

14. 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 NAME: This Information can be Provided If we are low bid.
OWNER NAME/CONTACT INFO: None
TOTAL LD AMOUNT ASSESSED TO DATE: None
REASON FOR LDs: None

15. 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 NAME: This Information can be Provided If we are low bid.
OWNER NAME/CONTACT INFO: None
TYPE OF LITIGATION: None
REASON FOR LITIGATION: None

16. 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.

17. Only Bidders 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 Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

18. Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor. All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. Bidder shall have completed at least five (5) similar projects over the last five (5) years or equivalent experience as determined by the Town to be in the Town's sole best interest will be considered for award.

19. For Major Subcontractors, each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid, provide previous experience and qualification for at least four (4) similar projects over the last five (5) years.

    NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed below and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

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PROCEED TO NEXT PAGE

QUALIFICATION REQUIREMENTS (CONTINUED)

We All Webbs Enterprises, Inc. **certify that we were the Prime Contractor or a**
Name of Prime Contractor or Subcontractor

Subcontractor for the following Contracts:

(1) NAME & LOCATION OF PROJECT: Lower Floridan UIC Class V Exploratory Well. 12386 Lake Nona Gateway Road Orlando Florida.

BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Drill an exploratory well. Casing strings 36" to 230, 26" to 1050', 16" to 1500' and 7" frp to 2060'. Open Hole to 2650'

INITIAL CONTRACT VALUE: $ 3,470,125.00

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: 0

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: December 2020 - February 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Bradley Jewel, P.E. 407-434-4213 bjewell@ouc.com

ENGINEERING FIRM (DURING CONSTRUCTION): Jacobs

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Josh Fuller 828-506-8575 Josh.fuller@jacobs.com

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(2) NAME & LOCATION OF PROJECT: Gulfstream Floridan Aquifer Well F-I. Gulfstream Florida.

BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Construct Floridan Aquifer well to 1500'. 24" Steel Casing to 300'. 12" Certa-Lok SDR17 PVC Casing to 1250' 10.5" Open Hole to 1500'. Development, step-rate pump test, geophysical logging, acidize, final wellhead.

INITIAL CONTRACT VALUE: $1,324,000

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: $1,324,000

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: April 2021 - January 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Ryan Swilley Gulf Stream Golf Club 561-278-3993

ENGINEERING FIRM (DURING CONSTRUCTION): JLA Geo Sciences

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: John Fredriches JLA Geo Sciences 561-746-0288, Ext 104. jfriedriches@jlageosciences.com

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF PROJECT: Floridan Aquifer Test Production Well FA-1. Stuart Fl

BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Construction of Floridan Aquifer well including testing and final wellhead. 36" pic pipe to 20', 30" steel casing to 190', 20" steel casing to 680', 12" SDR 17 Certa-Lok PVC Casing 150'-1100' 16" Certa-lok 5'-150'

INITIAL CONTRACT VALUE: $1,332,425

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: $1,332,425

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: July 2020 - December 2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Mark Rogolino 772-288-5320 mrogolino@stuart.fl.us

ENGINEERING FIRM (DURING CONSTRUCTION): JLA Geosciences

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Rod Miller JLA Geosciences 561-719-2422 rmiller@jlageosciences.com

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(4) NAME & LOCATION OF PROJECT: Construction and Testing of Upper Floridan Aquifer Wells F-2 & Test Well

BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: 2 Wells 48" Steel casing to 60'. 36" Steel Casing to 4601'. 20" FRP Casing to 1020' Open Hole to 1250'

Acidization, Pump testing, Geophysical Logging. Complete Wellhead.

INITIAL CONTRACT VALUE: $4,210,100

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: $4,210,100

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: July 2020 - November 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Raul Febre 786-243-4231

Raul.Febre@fpl.com

ENGINEERING FIRM (DURING CONSTRUCTION): JLA Geosciences

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Rod Miller JLA Geosciences 561-719-2422

rmiller@jlageosciences.com

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF PROJECT: South District Waste Water Treatment Plant Plug and Abandon FA Wells and installation of Replacement EA Wells

BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Remove old single zone wellhead at FA -14 and supply and install new well head. Completely plug and abandon FA-1, FA-3, FA-10, FA-15, FA-16 and single zone BZ well. Construct new Wells FA-17, 18, and 19 to 1090'.

INITIAL CONTRACT VALUE: $4,999,120.70

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: $4,999,120.70

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: March 2020 - April 2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Luis Rojas 786-522-4374 luis.rojas@miamidade.gov

ENGINEERING FIRM (DURING CONSTRUCTION): Miami Dade Water and Sewer Department

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Sonia Villamil 786-552-8234 Sonia.villamil@miamidade.gov

ADDITIONAL INFORMATION:

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:	460 calendar days from Notice to Proceed
Final Completion:	490 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 time for Contractor to obtain permits, shop drawing approvals, order materials, receive deliveries, construction of the Work, restoration, permit close-outs, 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 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 of 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.

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 9/10/24

FIRM NAME All Webbs Enterprises, Inc.

BUSINESS ADDRESS 309 Commerce way Jupiter, Florida, 33458

BUSINESS TELEPHONE 561-746-2079

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER (FEIN) 59-2418764
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal _____.)

SIGNATURE OF RESPONSIBLE OFFICIAL [signature]

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL David Webb Jr Vice President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL DavidWebbJr@allwebbs.com

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

David Webb - President - 309 commerce way, Jupiter, FL, 33458

Deborah Webb - secretary - 309 commerce way, Jupiter, FL, 33458

David Webb Jr - vicepresident - 309 commerce way, Jupiter, FL, 33458

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Ray Hernandez, Project Manager, ray@allwebbs.com, 770-314-1656

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CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION

Company Name: All Webbs Enterprises, Inc.

Address 1: 309 commerce way

Address 2:

City, State, Zip: Jupiter, Florida, 33458

Telephone No.: 561-746-2079

Fax No.:

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:

- Commercial General Liability Insurance
- Automobile Liability Insurance
- Contractor's Pollution Liability Insurance
- Worker's Compensation and Employer's Liability Insurance
- Umbrella Excess Liability

3.2 How long have you been covered by your current provider of Workman's Compensation Insurance?

5 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:

Year	Intrastate EMR	Interstate EMR	Comments
2024	.87		
2023	1.17		
2022	1.29		
2021	1.28		
2020	1.00		

3.4 List the contact information for an insurance broker who can verify your EMR's:
Name: Dan Yeckes
Address 1: 1200 University Blvd #200
Address 2:
City, State, Zip: Jupiter, FL 33458
Telephone No.: 561-339-3717
If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION
4 4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 300 Logs to the table below:

Statistic	Year: 2023		Year: 2022		Year: 2021	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	0		0		0	
Restricted Workday Cases	0		0		0	
Medical Treatment (not First Aid) Cases	0		0		1	
Total Illness Cases	0		0		0	
Total Recordable Cases	0		0		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:

NO Fatalities

SECTION 5: SAFETY MEETINGS

5.1 Do you require that documented safety meetings be held for:

- Field Supervisors? X Yes __ No Frequency: weekly
- Employees? X Yes __ No Frequency: weekly
- New Hires? X Yes __ No Frequency: Daily
- Subcontractors? X Yes __ No Frequency: weekly

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

X Yes __ No

Name: David Webb Jr Title: Vice President

How frequently will the representative visit the project site? once a month

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).

Please see attached

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: David Webb Jr Title: Vice President

Telephone No.: 561-718-5092

SECTION 8: HEALTH AND SAFETY CITATIONS

8

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): David Webb Title: VP

Signature: [signature] Date: 9/10/24

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that All Webbs Enterprises, 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 All Webbs Enterprises, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name: David Webb Jr

Date: 9/10/24

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 9/10/2024 (date) by David Webb Jr (name of officer or agent, title of officer or agent) of All Webb's Enterprises (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]

MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

Notary Public

Martine Rivard

Name typed, printed or stamped

My Commission Expires: 6/3/2028

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Gilmore Electric Co. 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 Gilmore Electric Co. Inc. [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Danny J. Loveland

Date: 9/9/24

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 9/9/24 (date) by Daniel Loveland (name of officer or agent, title of officer or agent) of Gilmore Electric (name of subcontractor 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:

Notary Public State of Florida
Christina L. Orth
My Commission
HH 211348
Exp.12/27/2025

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 _____
   [print individual's name and title]

   for All Webs Enterprises Inc.
   [print name of entity submitting sworn statement]

   whose business address is 304 Commerce way, Jupiter FL 33458

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 54-2418764

   (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 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 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.]**

   X 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 10th day of September, 2024

Personally known ✓

OR Produced identification _____ Notary Public – State of Florida

My commission expires 6/3/2028

_____
(Printed typed or stamped commissioned name notary public)

MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

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	EXTENDED COST
A.	Compliance	LF		$1.00	
B.	Special shoring	LF		$50	
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	**Surety**
Name: All Webb's Enterprises, Inc. Phone: (561)746-2079 Address *(principal place of business)*: 309 Commerce Way Jupiter, FL 33458 **Email Address:** davidwebbjr@allwebbs.com	Name: Swiss Re Corporate Solutions America Insurance Corporation Phone: (816)235-3700 Address *(principal place of business)*: 1200 Main Street, Suite 800 Kansas City, MO 64105 **Email Address:** bragland@johnsonandcompany.net
Owner	**Bid**
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	Project *(name and location)*: Floridan Aquifer System (FAS) Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7 and RO-13 (W2428) 17403 Central Blvd., Jupiter, Florida The project is located in the Town of Jupiter at the Water Treatment Facility and in Unincorporated Palm Beach County along the C-18 Canal adjacent to Palm Beach Country Estates. Bid Due Date: September 3, 2024

Bond

Penal Sum: 5% of Total Bid Amount Date of Bond: September 3, 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	Surety
All Webb's Enterprises, Inc. *(Full formal name of Bidder)*	Swiss Re Corporate Solutions America Insurance Corporation *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: DAVID WEBB JR *(Printed or typed)*	Name: Brett A. Ragland *(Printed or typed)*
Title: VP	Title: Attorney-In-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Ray Hernandez *(Printed or typed)*	Name: Laura Krajczewski *(Printed or typed)*
Title: Project Manager	Title: Witness

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).
1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND, FRANCIS T. O'REARDON, and TYLER RAGLAND

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook SS

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 26, 2025

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of September, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2024

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
Blackadar Insurance Agency, Inc.
1436 N Ronald Reagan Blvd
Longwood FL 32750

CONTACT NAME: Denise Carberry
PHONE (A/C, No, Ext): 407-831-3832 **FAX (A/C, No):** 407-830-4681
E-MAIL ADDRESS: denise@blackadar.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Co	36940
INSURER B : Depositors Insurance Company	42587
INSURER C : Allied Insurance	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ALLWEBB-01
All Webbs Enterprises Inc
David W. Webb Sr. & Deborah C. Webb
309 Commerce Way
Jupiter FL 33458

COVERAGES **CERTIFICATE NUMBER:** 748408279 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	ACP3049536665	11/2/2023	11/2/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	ACP3049536665	11/2/2023	11/2/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	X UMBRELLA LIAB X OCCUR	Y	Y	ACP3049536665	11/2/2023	11/2/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] N/A (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractors Pollution	Y	Y	PEC005301805	11/2/2023	11/2/2024	$1,000,000 Occurrence	$2,000,000 Aggreg
A	Professional Liability	Y	Y	PEC005301805	11/2/2023	11/2/2024	$1,000,000 Occurrence	$2,000,000 Aggreg
C	Installation Floater	Y	Y	ACP3049536665	11/2/2023	11/2/2024	$750,000	$10,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess General Liability policy#LHA104969 effective 11/2/2023 to11/2/2024 coverage limit $4,000,000 Each Occurrence, $4,000,000 Aggregate- Evanston Insurance Co.
Equipment Floater - Policy #ACP3049536665 11/2/2023 TO 11/2/2024: Rented/Leased Equip. $750,000 / $25,000 Deductible

General Liability: Blanket Additional Insured including completed operations, Primary & Non- Contributory, Blanket Waiver of Subrogation when required by written contract. Business Auto: Primary & Non- Contributory, Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract. Pollution Liability: Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER

Town of Jupiter Utilities
210 Military Trail
Jupiter FL 33458

CANCELLATION

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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ALLWEBB-01 SILVAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2024

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	CONTACT NAME: Danae Bahamondes
Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	PHONE (A/C, No, Ext): (561) 776-0660 FAX (A/C, No): E-MAIL ADDRESS: Danae.Bahamondes@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Florida Citrus, Business & Industries Fund — 15764
INSURED All Webbs Enterprises, Inc. 309 Commerce Way Jupiter, FL 33458	INSURER B :
	INSURER C :
	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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		106596432023	1/1/2024	1/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

CANCELLATION

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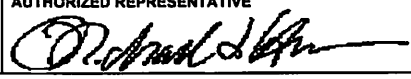
AUTHORIZED REPRESENTATIVE



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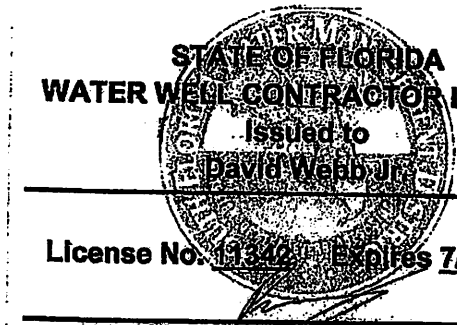

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
David Webb Jr.

License No. 11342 Expires 7/31/2025

DISTRICT CERTIFICATION OFFICER

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HAGGERTY, EUGENE

ALL WEBBS ENTERPRISES INC
7980 SOUTHEAST RIVER LANE
STUART FL 34997

LICENSE NUMBER: CGC035886

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

List of Current Equipment

Description (Quantity)	Capacity
(3)Schramm TXD 200 Hydraulic Top Drive 2006, 2012, 2014 (2)Challenger 320 Kelly Rotary 1980 (2)Foremost DR HD 24 2009,2017 (1)Foremost DR 24 2017	200,000 lbs up to 64" diameter 200,000 lbs up to 54" diameter 75,400 lbs up to 36" diameter 117000 lbs up to 36" diameter
Steel Containment Pads (3)	Built custom to site to contain rig and fluids system, ¼" steel floor with 24" Ibeam wall on perimeter
Electric Mud Systems (5) Pumps, shakers, desilter units, tanks	3,000 gpm, (4) 22,000 gallon tanks
Air Compressors (4)	400 cfm/200 psi
Double White Band Drill Pipe 6 5/8 inch 7 inch 5 inch 3 ½ inch	 4000 feet 2000 feet 2000 feet 6000 feet
Drill Collars (12) Stabilizers (numerous)	4" – 12" 60" and lower
Bits (numerous)	64" and lower
Cement Mixing and Pumping Trailer (3) Trican Cement Unit (1)	Haliburton type 375 hp, 10 bbl/min recirculating continuous jet mixer, Coriolis density meter, packup pump,
Logging Trucks (3)	Each fully equipped for all logs and videos
Acidization Unit	HCL capable acid unit
Chlorination Unit	All well disinfection
Tanker Trailers (2)	6300 gallon stainless and aluminum
Support equipment (3) Loaders, (6) cranes, (7) backhoes, (1) trackhoe (1) dump trailer, (6) welders, (5) storage tanks, (5)semi tractors, (1) vac truck	Good working equipment owned by AWE to support day to day drilling operations.

2021

Environmental, Safety & Health Program

All Webb's Enterprises

309 Commerce Way
Jupiter, FL 33458



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QUALIFICATION REQUIREMENTS (CONTINUED)

We Gilmore Electric Co. Inc. certify that we were the Prime Contractor or a
Name of Prime Contractor or Subcontractor

Subcontractor for the following Contracts:

(1) NAME & LOCATION OF PROJECT: Jupiter Wellhead Improvements

BIDDER WAS: [ ] PRIME CONTRACTOR [X] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Electrical work & VFD's

INITIAL CONTRACT VALUE: $ 246,772

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: $ 257,668

REASON FOR CHANGE ORDERS: By Request

CONTRACT START AND COMPLETION DATES: June 2022 to Feb 2024

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: Town of Jupiter

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Amaad Barnes
561 - 746 - 5134

ENGINEERING FIRM (DURING CONSTRUCTION): Kimley Horn

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: David Calle
561 - 845 - 0665

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(2) NAME & LOCATION OF PROJECT: PBC Wellfield Improvements Phase I

BIDDER WAS: [ ] PRIME CONTRACTOR [X] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Electrical & VFD's

INITIAL CONTRACT VALUE: $ 1,755,950

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: $ 1,766,391

REASON FOR CHANGE ORDERS: By Request

CONTRACT START AND COMPLETION DATES: Jan 2021 to June 2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: Palm Beach County

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: David DuHorn
561-740-4600

ENGINEERING FIRM (DURING CONSTRUCTION): Kimley Horn / Hyllers Electrical Engineer

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Thesh Naiy
561-451-9165

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF PROJECT: SMRU Well 15R & R4
Surficial Aquifer Replacement

BIDDER WAS: [ ] PRIME CONTRACTOR [✓] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Electrical

INITIAL CONTRACT VALUE: $ 316,660

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: $ 316,660

REASON FOR CHANGE ORDERS:

CONTRACT START AND COMPLETION DATES: Nov 2019 to Oct 2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: Southern Martin Regional Utility

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: N/A
772-546-2511

ENGINEERING FIRM (DURING CONSTRUCTION): Holtz Consulting Engineers

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Dave Holtz
561-575-2009

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(4) NAME & LOCATION OF PROJECT: Lee County Surface Facilities Improvements

BIDDER WAS: [ ] PRIME CONTRACTOR [X] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Electrical + VFD's

INITIAL CONTRACT VALUE: $ 1,785,000

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: $ 1,820,212

REASON FOR CHANGE ORDERS: By Request

CONTRACT START AND COMPLETION DATES: April 2022 to April 2024

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: Lee County Utilities Division

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: N/A

239-485-8845

ENGINEERING FIRM (DURING CONSTRUCTION): Hazen + Sawyer

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Dan Schmidt

941-378-2862

ADDITIONAL INFORMATION:

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF PROJECT: Cape Coral Irrigation Tanks + High Service Pump Station

BIDDER WAS: [ ] PRIME CONTRACTOR [X] SUBCONTRACTOR (CHECK ONE)

SCOPE OF WORK: Electrical & VFD's

INITIAL CONTRACT VALUE: $ 1,465,000

FINAL CONTRACT VALUE INCLUDING ALL CHANGE ORDERS: $ 1,473,675

REASON FOR CHANGE ORDERS: By Request

CONTRACT START AND COMPLETION DATES: April 2021 to Sept. 2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT: City of Cape Coral

OWNER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: N/A 239-574-0401

ENGINEERING FIRM (DURING CONSTRUCTION): Tetra Tech

ENGINEER CONTACT NAME, PHONE NUMBER AND EMAIL ADDRESS: Andreya Ramos 239-390-1467

ADDITIONAL INFORMATION:

AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR

This Agreement (Contract) made this_____ (date) day of _____ (month), _____ (year) by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and All Webbs Enterprises, Inc., 309 Commerce Way, Jupiter, FL, 33458, a Corporation, 59-2418764, 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:

Construction of well site civil and wellhead mechanical, electrical, and instrumentation improvements and repairs for six (6) Floridan Aquifer drinking water supply wells RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 located in the Town of Jupiter water service area including but not limited to demolition of existing wellheads, concrete pipe supports, concrete slabs, piping, instrumentation, electrical wiring and conduit, and well site fencing as noted in the Bid Documents; demolition of a portion of existing well casing and replacement with stainless steel well casing (Wells RO-2, RO-3, RO-11 and RO-13); protection of existing facilities not marked for demolition; stabilization of sub-grade and site grading improvements at Well RO-5; furnish and installation of stainless steel liner repair at Well RO-3; furnish and installation of two (2) new vertical turbine well pump and motor (Wells RO-5 and RO-13), 316 stainless steel support tables and wellheads, concrete foundations and slabs, 316 stainless steel discharge piping, 316 stainless steel valves and fittings, HDPE pipe and fittings, concrete pipe supports, flow meters, pressure transmitters and gauges, air release valves and other instrumentation, electrical conduit and wiring; complete well disinfection, flushing, bacteriological analysis, start-up testing; site work improvements including new fencing (Wells RO-5, RO-7, RO-11 and RO-13), site restoration at all wells, and all other work required to provide complete and operational wells as described by 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: **FLORIDAN AQUIFER SYSTEM (FAS) WELLHEAD IMPROVEMENTS AND REPAIRS AT RO-2, RO-3, RO-5, RO-7, RO-11 AND RO-13 (W2428) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

2.1. The specifications and drawings have been designed by:

Kimley-Horn & Associates
1920 Wekiva Way
Suite 200
West Palm Beach, FL 33411

JLA Geosciences Inc.
1907 Commerce Lane
Suite 104
Jupiter, FL 33458

2.2. Owner will administer the Contract during construction. Kimley-Horn & Associates will serve as the Engineer of Record during construction and will be an active participant in administration of the Contract.

ARTICLE 3. CONTRACT TIME

3.1. The Work will have substantial completion dates and final completion dates 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: 505 days from Notice to Proceed
3.1.(b). Final Completion: 535 days from Notice to Proceed

3.2. OWNER defines Substantial Completion and Final Completion in accordance with Article 1 of the General Conditions, Article SC-1 of Supplementary Conditions, and as described below in Article 6. Project Closeout of this Agreement

3.3. The Final Completion date will be adjusted by OWNER, as required, such that CONTRACTOR is provided thirty (30) calendar days after the delivery date of the Punch List to complete all remaining items required to render complete, satisfactory and acceptable all Work of the Contract and as described below in Article 6. Project Closeout of this Agreement.

3.4. 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 Article 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 Article 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 Article 3.1 above from the date of final completion until the Work has reached final completion. Liquidated damages under this Contract shall be applied to each Contract Completion date (Substantial and Final) individually and accrue until such time as the Work achieves Substantial and Final Completion, as required, by the Contract.

3.5. Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages as set-off from payment applications. Liquidated damages under this Contract will be applied to each Substantial Completion and Final Completion date identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract.

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 PROCEDURE

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 20 business 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. Upon issuance of the Certificate of Substantial Completion and delivery of an approved Punch List in accordance with Article 15 of the General Conditions, OWNER will increase payment for the remaining value of Work completed less an amount equal to 150 percent of the cost to complete the items of the Punch List in accordance with Chapter 218.735 F.S. OWNER and CONTRACTOR shall agree to the costs to complete each item on the Punch List, which may be no less than **2%** of the total value of the Contract. Based on this, progress payments will be made in an amount equal to **97%** of the Work completed less the aggregate of payments previously made unless liquidated damages are due. 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. PROJECT CLOSEOUT

6.1. Substantial Completion. CONTRACTOR shall submit to OWNER a written request for Substantial Completion with an initial draft of punch list items to be completed or corrected before final payment in accordance with Article 15 of the General Conditions.

6.1.(a). Substantial Completion shall include submittals, permits, demolition work, civil and mechanical improvements, electrical and instrumentation improvements, testing, disinfection, regulatory clearance, Owner-witnessed start-up and performance testing, operational use of the well facilities and Owner acceptance of draft survey/as-built drawings.

6.2. Inspection of Work. Within thirty (30) calendar days of CONTRACTOR request for substantial completion, OWNER, CONTRACTOR, ENGINEER and other Agencies as required shall make an Inspection of the Work to determine status of completion in accordance with Article 15 of the General Conditions. OWNER, upon agreement that work is considered substantially complete, will review and revise as needed CONTRACTOR's draft of punch list and deliver a Certificate of Substantial Completion and Punch List to the CONTRACTOR within (5) calendar days of the Inspection of the Work. OWNER shall increase payment as described in Article 5 of the Agreement.

6.3. The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Substantial and Final Completion dates.

6.4. Completion of the Punch List. After Substantial Completion, CONTRACTOR shall promptly begin work on the punch list of items. OWNER shall provide thirty (30) calendar days, from the date of delivery of the Punch List, to complete remaining Work of the Contract including the punch list. OWNER shall withhold

liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Final Completion date.

6.5. Final Inspection. CONTRACTOR shall notify OWNER in writing of Final Completion and that the entire Work of the Contract is complete and OWNER shall complete final inspection in accordance with Article 15 of the General Conditions.

6.5.(a). Final completion shall include Owner acceptance of final survey / as-built drawings, demobilization from the site, complete site restoration, permit final inspections and closeout, completion of all punch list items, submission of certificates of warranty, submission and Owner acceptance of all spare parts, Owner acceptance of operation and maintenance manuals, submission of all final release of lien(s), submission of final consent of surety, and any other closeout documents necessary to provide a complete and functional system as described the Contract.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

7.1. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations

7.2. 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.

7.3. 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.

7.4. 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.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.6. 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). Index of Technical Specifications
8.1.(c). Drawings and Appendices
8.1.(d). Legal Advertisement / Invitation to Bid
8.1.(e). Instructions to Bidders
8.1.(f). Proposal (Including List of Subcontractors and Qualification Requirements)
8.1.(g). Contractor Safety Qualification Form

8.1.(h). Contractor E-Verify Affidavit Form
8.1.(i). Subcontractor E-Verify Affidavit Form
8.1.(j). Sworn Statement
8.1.(k). Trench Safety
8.1.(l). Bid Bond
8.1.(m). Notice of Intent to Award
8.1.(n). Notice of Award
8.1.(o). Agreement (Contract) between OWNER and CONTRACTOR
8.1.(p). Notice of Commencement
8.1.(q). Combined Payment and Performance Bond
8.1.(r). Opinion of Town Attorney
8.1.(s). Notice to Proceed
8.1.(t). General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
8.1.(u). Supplementary Conditions
8.1.(v). Any Modifications, including Change Orders, duly delivered after execution of Agreement.
8.1.(w). Technical Specifications including Appendices bearing the title: Floridan Aquifer System (FAS) Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428)
8.1.(x). Drawings bearing the title: Floridan Aquifer Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428)

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, HALEYJ@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	CONTRACTOR
Town of Jupiter 210 Military Trail Jupiter, FL 33458	All Webbs Enterprises, Inc. 309 Commerce Way Jupiter, FL 33458
By:	
_____ Jim Kuretski, Mayor	_____ David Webb, Jr., Vice President
(TOWN SEAL)	(CORPORATE SEAL)
ATTEST	ATTEST
_____ Laura E. Cahill, Town Clerk	_____ PRINT NAME AND POSITION

Kimley»Horn

October 3, 2024

Rebecca Wilder, P.E.
Town of Jupiter Utilities
17403 Central Blvd.
Jupiter, FL 33458

RE: Town of Jupiter – Florida Aquifer System (FAS) Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7, RO-11, and RO-13
Bid No. W2428
KHA Job No. 044001237

Dear Rebecca,

The Town of Jupiter publicly advertised the bid documents and scheduled a non-mandatory pre-bid meeting for this project, which was scheduled on August 15, 2024. On September 10, 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 ranged from $3,948,860.00 to $4,494,200.00. The Engineer's Opinion of Probable Construction Cost for the project $4,503,000.00.

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 All Webbs Enterprises, Inc. 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 All Webbs Enterprises, Inc. has submitted the documentation requested by the bid.

Kimley-Horn has worked with All Webbs Enterprises, Inc. on past projects and we have no reason that the Town should not award this project to All Webbs Enterprises, Inc. Based on the results of our review, All Webbs Enterprises, Inc. 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\044001237 FAS Wellhead Improvements\Bid Phase\Bid Review Jupiter FAS Wellhead Improvments and Repairs (W2428).docx

Town of Jupiter Utilities
FLORIDAN AQUIFER SYSTEM (FAS) WELLHEAD IMPROVEMENTS AND REPAIRS
AT RO-2, RO-3, RO-5, RO-7, RO-11 AND RO-13 (W2428)
September 10, 2024 2:00pm Bid Opening

VENDOR				All Webbs Enterprises, Inc.		Florida Design Drilling, LLC	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Consideration for Indemnification	LS	1	$100.00	$100.00	$100.00	$100.00
2	Bonds and Insurance (Shall Not Exceed 2% of the Sum of Bid Items 7 to 37)	LS	1	$60,000.00	$60,000.00	$80,000.00	$80,000.00
3	General Conditions / Contract Administration (Shall Not Exceed 1% of the Sum of Bid Items 7 to 37)	LS	1	$32,660.00	$32,660.00	$40,000.00	$40,000.00
4	Mobilization and Demobilization (Shall Not Exceed 5% of the Sum of Bid Items 7 to 37)	LS	1	$150,000.00	$150,000.00	$160,000.00	$160,000.00
5	Shop Drawings, Survey Layout and Record Drawings	LS	1	$30,000.00	$30,000.00	$68,000.00	$68,000.00
6	Pre-Construction and Post-Construction Video	LS	1	$12,000.00	$12,000.00	$4,300.00	$4,300.00
7	Well RO-2 Site Demolition	LS	1	$38,000.00	$38,000.00	$4,900.00	$4,900.00
8	Well RO-2 Civil and Mechanical Improvements	LS	1	$185,000.00	$185,000.00	$294,000.00	$294,000.00
9	Well RO-2 Electrical and Instrumentation Improvements	LS	1	$105,000.00	$105,000.00	$112,500.00	$112,500.00
10	Well RO-2 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00	$10,500.00	$10,500.00
11	Well RO-2 Bacteriological Testing	LS	1	$5,800.00	$5,800.00	$800.00	$800.00
12	Well RO-3 Site Demolition	LS	1	$39,000.00	$39,000.00	$4,900.00	$4,900.00
13	Well RO-3 Liner Repair	LS	1	$495,000.00	$495,000.00	$326,500.00	$326,500.00
14	Well RO-3 Civil and Mechanical Improvements	LS	1	$219,000.00	$219,000.00	$290,000.00	$290,000.00
15	Well RO-3 Electrical and Instrumentation Improvements	LS	1	$108,000.00	$108,000.00	$155,500.00	$155,500.00
16	Well RO-3 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00	$10,500.00	$10,500.00
17	Well RO-3 Bacteriological Testing	LS	1	$5,800.00	$5,800.00	$2,000.00	$2,000.00
18	Well RO-5 Site Demolition	LS	1	$38,000.00	$38,000.00	$11,000.00	$11,000.00
19	Well RO-5 Civil and Mechanical Improvements	LS	1	$491,000.00	$491,000.00	$645,500.00	$645,500.00
20	Well RO-5 Electrical and Instrumentation Improvements	LS	1	$209,000.00	$209,000.00	$217,000.00	$217,000.00
21	Well RO-5 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00	$10,500.00	$10,500.00
22	Well RO-5 Bacteriological Testing	LS	1	$5,800.00	$5,800.00	$800.00	$800.00
23	Well RO-7 Site Demolition	LS	1	$35,000.00	$35,000.00	$2,200.00	$2,200.00
24	Well RO-7 Civil and Mechanical Improvements	LS	1	$90,000.00	$90,000.00	$179,000.00	$179,000.00
25	Well RO-7 Electrical and Instrumentation Improvements	LS	1	$172,000.00	$172,000.00	$183,500.00	$183,500.00
26	Well RO-7 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00	$10,500.00	$10,500.00
27	Well RO-7 Bacteriological Testing	LS	1	$5,800.00	$5,800.00	$800.00	$800.00
28	Well RO-11 Site Demolition	LS	1	$38,000.00	$38,000.00	$4,900.00	$4,900.00
29	Well RO-11 Civil and Mechanical Improvements	LS	1	$220,000.00	$220,000.00	$371,000.00	$371,000.00
30	Well RO-11 Electrical and Instrumentation Improvements	LS	1	$140,000.00	$140,000.00	$161,500.00	$161,500.00
31	Well RO-11 Disinfection and Sampling Setup	LS	1	$7,500.00	$7,500.00	$10,500.00	$10,500.00
32	Well RO-11 Bacteriological Testing	LS	1	$6,000.00	$6,000.00	$800.00	$800.00
33	Well RO-13 Site Demolition	LS	1	$44,000.00	$44,000.00	$4,900.00	$4,900.00
34	Well RO-13 Civil and Mechanical Improvements	LS	1	$490,000.00	$490,000.00	$667,500.00	$667,500.00
35	Well RO-13 Electrical and Instrumentation Improvements	LS	1	$128,000.00	$128,000.00	$136,500.00	$136,500.00
36	Well RO-13 Disinfection and Sampling Setup	LS	1	$7,600.00	$7,600.00	$10,500.00	$10,500.00
37	Well RO-13 Bacteriological Testing	LS	1	$5,800.00	$5,800.00	$800.00	$800.00
38	Unforeseen Conditions Allowance	ALLOW	1	$300,000.00	$300,000.00	$300,000.00	$300,000.00
			Bid Total (Item Nos. 1-38) =		$3,948,860.00		$4,494,200.00

Project Budget
Floridan Aquifer System Wellhead Improvements and Repairs - Phase 1
at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428)
(Updated 9/30/2024)

Funding Sources		
Water Asset Maintenance Program - Well R&R RO Wellhead Improvements (W1290)	$	2,340,291.23
Water Asset Maintenance Program - Fence and Landscape Replacements (W1290)	$	322,412.00
Pump Replacement Program (W1402)	$	840,404.00
Production Well Replacement Program - Floridan (W1817)	$	3,507,455.00
Total Project Appropriations	**$**	**7,010,562.23**
Expended & Encumbered to Date		
Previous Design, Permitting and Construction of FA Well Improvements	$	(806,649.23)
Previous Fence and Landscape Replacements	$	(100,000.00)
W2428 Design & Bid Phase Services	$	(214,170.00)
W2428 Permit Fees	$	(2,000.00)
W2428 Bid Advertisement Fees	$	(412.97)
Total Phase 1 Expended & Encumbered to Date	**$**	**(1,123,232.20)**
Remaining Anticipated Expenses		
W2428 All Webbs Enterprises Construction Contract	$	(3,948,860.00)
W2428 Engineering Construction Phase Services	$	(100,000.00)
W2428 Materials Testing Services During Construction	$	(25,000.00)
W2428 Permit Fees	$	(100.00)
Construction Contingency, 5%	$	(198,000.00)
Total Remaining Anticipated Phase 1 Expenses	**$**	**(4,271,960.00)**
Total Estimated Cost RO Wellhead Improvements & Repairs (Phase 1)	**$**	**(5,395,192.20)**
Estimated Balance Remaining for RO Wellhead Improvements & Repairs (Phase 2)	**$**	**1,615,370.03**

Phase 2 will include RO-6, RO-8, RO-9, RO-10 & RO-12 with construction planned for 2026

TOWN OF JUPITER
Fisherman's Landing Infrastructure Improvements (WS2117)

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution No. 112-24: Approving a contract to Johnson-Davis, Inc. for Fisherman's Landing Infrastructure Improvements (WS2117) for an amount of $2,527,225 and amending the project budget

EXECUTIVE SUMMARY

Resolution No. 112-24 provides for the award of a construction contract for an amount of $2,527,225 to Johnson-Davis, Inc. of Lantana, Florida for drainage and water main improvements in the residential neighborhood of Fisherman's Landing and amends the Fisherman's Landing Infrastructure Improvements project budget from $1,503,006 to $2,913,824.

In FY2021, a CIP project named Fisherman's Landing Watermain Replacements was adopted within the Town's Community Investment Program (CIP) to replace 40+ year old undersized 4" asbestos cement (AC) and 2" galvanized watermains with 6" and 8" PVC and ductile iron pipe (DIP) able to meet current fire protection levels of service. In addition, dead end watermains will be replaced with looped connections to improve water quality and reduce water loss associated with routine maintenance flushing of dead ends. In FY2023, the CIP project scope was expanded to include drainage improvements to address nuisance flooding through installation of additional drainage infrastructure, replacement of existing failing drainage infrastructure, and regrading of grassed swales and driveway aprons to facilitate conveyance of stormwater runoff to the drainage structures. The Fisherman's Landing CIP project budget was updated with adoption of the FY2023 CIP budget and Resolution 46-22, which allocated an additional $983,812 to the project from the American Rescue Plan Act (ARPA).

A solicitation for competitive bids for Fisherman's Landing Infrastructure Improvements (WS2117) was publicly advertised in accordance with the Town's purchasing policy on August 25, 2024. The Bid Documents available on www.Demandstar.com were downloaded by forty-six plan holders, with over twenty-five from construction firms. The bid proposal included forty-nine bid items, including two additive alternate bid items. Sealed bids were opened publicly on September 24th, 2024. One bid was received, from Johnson-Davis, Inc (JD), for a total bid amount of $2,527,225, including the additive alternate bid items. The detailed bid tabulation is attached. JD's total bid amount is 18% lower than the Engineer's Opinion of Probable Construction Cost for the project, which was based on bid unit pricing for recent bids received for similar projects. Johnson-Davis's bid proposal was reviewed and found to be responsive to the bid requirements. Johnson-Davis has done extensive underground utility work for the Town's Water and Stormwater Utilities in recent and past years, and has done so professionally and successfully fulfilled their contractual obligations. Johnson-Davis is well experienced and well qualified to complete the work set forth in this contract.

In general, work to be performed under this contract includes installation of over 5,700 linear feet (LF) of new PVC, DIP and high-density polyethylene (HDPE) water main, approximately 4,700 LF of existing AC watermain will be abandoned, and new isolation valves, fire hydrants and water services will be constructed. Drainage improvements include replacing over 300 LF of compromised exfiltration trench on Riverwood Lane and 42 LF of under-sized drainage pipe, 65 LF of cured in place concrete lining in existing 24-inch corrugated metal pipe, regrading approximately 5,200 square yards of grassed swales, driveway apron regrading and replacements, asphalt roadway, concrete sidewalk and sod restoration. Exfiltration trenches, grassed swales, and the existing detention area north of Fisherman's Landing will provide water quality treatment of stormwater runoff prior to discharging into the Loxahatchee River via an existing outfall on Sims Creek.

Funding to award this contract falls short of the current total $1,503,006 appropriated CIP and ARPA funds with a total deficit of ($1,410,818). Scope additions made during detailed design of the project that contribute to the budget exceedance are explained by the following:

- Full replacement of the 6" AC watermain on Angler's Way in lieu of spot repairs (~$120,000)
- Full replacement of the existing exfiltration trench on Riverwood Lane in lieu of spot repairs. The existing HDPE carrier pipe is failing and must be replaced (~$150,000)
- Installation of watermain by horizontal directional drill in areas of limited space to minimize the likelihood of damage to adjacent private properties (~$75,000)
- Two additional hydrants (~$21,000)
- Cured in place lining of existing corrugated metal drainage pipe (~$20,000)
- Replacement of more driveway aprons than originally anticipated (~$80,000)
- Possible sanitary lateral adjustments based on actual field conditions ($33,000)
- Inclusion of an unforeseen conditions allowance ($200,000)

The remainder of the budget overrun is attributable to underestimated restoration costs during initial CIP budget planning and construction cost increases since FY2023, when the budget was last updated. The project budget was not increased during the FY2024 CIP process because the design was not far enough along to recognize the project details requiring scope adjustments. The project budget was not increased during the FY2025 budget process because a contract award was anticipated to occur prior to FY2025 when CIP budget updates were due. Advertising of the contract for bids was slightly delayed due to prioritization of staff workloads. An amendment to the project budget is necessary.

During the FY2024 year-end financial review of Utilities CIP projects, several recently completed water and stormwater projects were identified with available balances that can be transferred to the Fisherman's Landing CIP project. The remaining budget deficit ($764,230) associated with watermain improvements can be funded with available funds in the Water Enterprise Renewal and Replacement (R&R) fund. The attached Project Budget provides details related to anticipated project expenses and the requested budget transfers. Upon reconciliation of FY2024 year-end financials, there may be an opportunity for excess Water Utility reserves to offset the requested transfer of funds from the Water Enterprise R&R fund. In addition, if excess ARPA funds allocated to the Pine Gardens North Infrastructure Improvements project (WS2012A) are available upon completion of that work in early 2025, those funds can also be appropriated to Fisherman's Landing, enabling further offset of the

Water Enterprise R&R funds and possibly Stormwater Funds.

Any ARPA funds received by the Town and not encumbered prior to December 31, 2024, will be required to be returned to the federal government. Provided this contract with Johnson-Davis, Inc. is approved on October 15, 2024, it is anticipated that contracts will be executed by November 15, 2024, and the funds encumbered before the end of November 2024. Construction will begin in January 2025 and be completed in December 2025.

The Town Attorney has reviewed the attached contract and finds it to be in acceptable form.

ANALYSIS

Johnson-Davis, Inc.'s bid submitted on September 24th, 2024 for Fisherman's Landing Infrastructure Improvements (WS2117) is responsive to the bid requirements and suitable for award at the total bid price of $2,527,225, which includes the additive alternate bid items. The appropriated CIP budget and ARPA funds are insufficient to fully fund the proposed contract with Johnson-Davis and complete the project. A budget amendment from $1,503,006 to $2,913,824 is necessary and can be achieved through transfers of available funds from select recently completed Water and Stormwater Utility CIP projects and from the Water Enterprise Renewal and Replacement Fund, as presented in the attached Project Budget and the Funding Source table below.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution No. 112-24
2. Project Location Map
3. FY2023 Adopted CIP, Fisherman's Landing Infrastructure Improvements (WS2117)
4. Resolution No. 46-22 (ARPA Funds)
5. Detailed Bid Tabulation
6. Johnson-Davis, Inc. Bid Proposal
7. Agreement (Contract) between the Town and Contractor
8. Hazen Bid Review
9. Proposed Project Budget

FUNDING SOURCE

Approved in Budget	$ 101,171 $ 861,041 $ 368,696 $1,330,908	Sources: CIP Acct. 40151033-563401-W2117 CIP Acct. 40151633-563401-W2117 (ARPA) CIP Acct. 41151038-563100-S2117 Total Available Budget
Additional Funding Requested	$ 290,792 $ 19,700 $ 17,927 $ 47,269 $ 764,230 $1,139,918 $ 58,613 $ 100,718 $ 45,797 $ 49,639 $ 16,133 $ 270,900 $1,410,818	Sources: CIP Acct. W1290, Water Asset Maintenance CIP Acct. W2115, Brentwood N. Distribution Impro. CIP Acct. W2118, Juno Beach Repump Valve Replace CIP Acct. W2123, Jupiter Lakes & Wood Duck Dist. Imp Water Enterprise Renewal and Replacement Fund Total Additional Funding Request for Water CIP Acct. S1290, SW Asset Maintenance CIP Acct. S1009, SW System Rehabilitation CIP Acct. S0912, Urban SW Mngmt System Rehab CIP Acct. S1401, TMDL/NNC Regulatory Response Mod CIP Acct. S2320, Cypress Drive Drainage Improv Total Additional Funding Request for SW Total Additional Funding Request for Water & SW

For more information or copies of the attachments, please contact Haley Johnson at haleyj@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 112-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR FISHERMAN'S LANDING INFRASTRUCTURE IMPROVEMENTS (WS2117) WITH JOHNSON-DAVIS, INC. AND AMENDMENT OF THE PROJECT BUDGET

WHEREAS, the Town of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities for construction of the Fisherman's Landing Infrastructure Improvements in the Fisherman's Landing subdivision; and

WHEREAS, the lowest responsive bid received by the Town for the Fisherman's Landing Infrastructure Improvements (WS2117) contract was submitted by Johnson-Davis, Inc., of Lantana, Florida on September 24th, 2024 in a total amount of $2,527,225, including the Additive Alternate Bid Items; and

WHEREAS, Johnson-Davis's bid for the proposed contract for Fisherman's Landing Infrastructure Improvements (WS2117) has been reviewed and found to be responsive to the bid requirements and suitable for award of the contract, in accordance with their bid unit prices including additive alternate bid items; and

WHEREAS, appropriated funding for the Fisherman's Landing Community Investment Program (CIP) originating from Water Utility Renewal and Replacement (R&R), Stormwater Utility R&R, and American Rescue Plan Act (ARPA funds by Resolution 46-22) is insufficient to fully fund the proposed contract with Johnson-Davis and complete the project; and

WHEREAS, amendment of the CIP project budget from $1,503,006 to $2,913,824, a total increase of $1,410,818, is necessary and can be achieved through transfers of available funds from select recently completed Water and Stormwater Utility CIP projects and from the Water

Enterprise Renewal and Replacement Fund, as follows:

	Sources:
$ 290,792	CIP Acct. W1290, Water Asset Maintenance
$ 19,700	CIP Acct. W2115, Brentwood N. Distribution Impro.
$ 17,927	CIP Acct. W2118, Juno Beach Repump Valve Replace
$ 47,269	CIP Acct. W2123, Jupiter Lakes & Wood Duck Dist. Imp
$ 764,230	Water Enterprise Renewal and Replacement Fund
$1,139,918	Total Funding Transfers to Acct. W2117
$ 58,613	CIP Acct. S1290, SW Asset Maintenance
$ 100,718	CIP Acct S1009, SW System Rehabilitation
$ 45,797	CIP Acct. S0912, Urban SW Mngmt System Rehab
$ 49,639	CIP Acct. S1401, TMDL/NNC Regulatory Response Mod
$ 16, 133	CIP Acct. S2320, Cypress Drive Drainage Improv
$ 270,900	Total Funding Transfers to Acct. S2117
$1,410,818	Total Funding Transfer Fisherman's Landing CIP

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

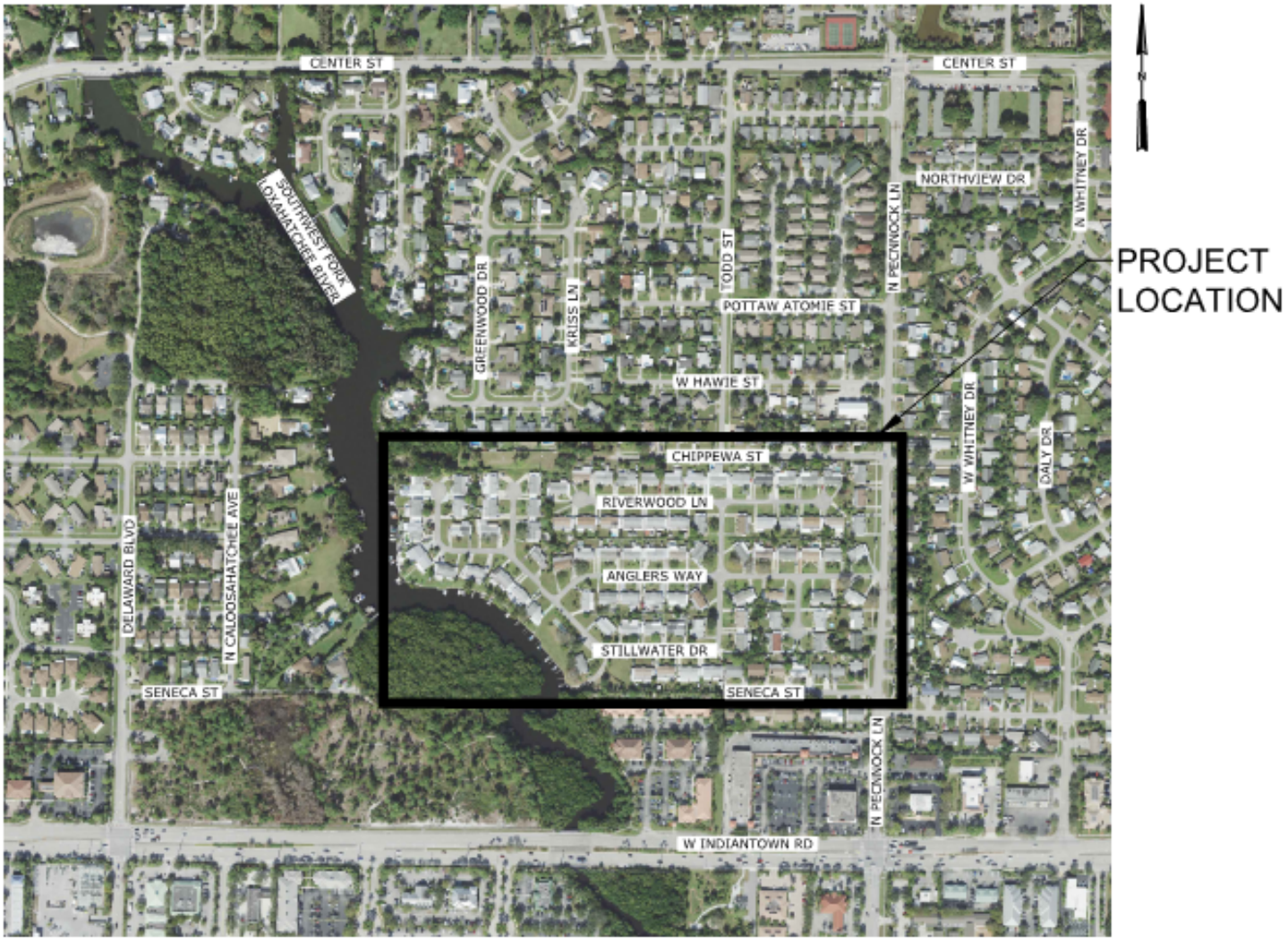
Section 1. The contract between the Town of Jupiter and Johnson-Davis, Inc. is hereby approved.

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, Johnson-Davis, 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.

PROJECT LOCATION MAP
FISHERMAN'S LANDING
INFRASTRUCTURE IMPROVEMENTS



PROJECT LOCATION: FISHERMAN'S LANDING INFRASTRUCTURE
DRAINAGE AND WATER MAIN IMPROVEMENTS
TOWNSHIP: 41 S
RANGE: 42 E
SECTION: 02

LOCATION MAP

N.T.S.

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2023 - 2027

Strategic Priority : Fiscal Responsibility and Safety	**Department :** Utilities
	Project No. : W/S2117
Project Name : Fisherman's Landing Infrastructure Improvements	**Year(s) :** 2023
	Projected In-Service Date : 2024

Project Description : Drainage improvements in Fisherman's Landing are needed to address nuisance flooding and roadway settlement caused by failed exfiltration trench. Under this project two new catchbasins and reinforced concrete pipe will be installed on Stillwater Court, and failed exfiltration trench on Riverwood Lane will be repaired. In addition, swale rehabilitation of all areas disturbed by construction will occur providing water quality enhancement of stormwater runoff prior to discharging to the Loxahatchee River via Sims Creek. Existing watermains, installed in 1971, consisting mostly of undersized asbestos cement (AC) pipe that has exceeded its 40 year useful life will be replaced with new PVC and ductile iron pipe, and be upsized to meet current fire protection requirements. New valves and hydrants will be installed, and completion of watermain loops to eliminate unnecessary dead ends will occur.

Link to Strategic Plan :
Provide effective stormwater system infrastructure to accomplish established levels of service for nuisance flooding and provide for enhancement of stormwater runoff water quality to protect the Loxahatchee River, while meeting all regulatory requirements. This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by managing the renewal and replacement of water system assets to provide well maintained infrastructure at established levels of service for safe and reliable drinking water and fire protection.

Need, Justification, Benefits :
Alleviate nuisance flooding and improve levels of service for flood protection. Exfiltration trench and grassed swales provide enhanced water quality by reducing pollutant loadings in stormwater runoff. Runoff from this project area discharges to the Loxahatchee River via Sims Creek. Project is intended to reduce nutrient impairments within the Loxahatchee River and is integral to the Regional Loxahatchee River Pollutant Reduction Plan. Improve water distribution level of service, increase reliability, provide adequate fire protection, reduce flushing requirements, and enhance distribution water quality.

Location & Area Map



Project Photo



Comments :
This project is a recommendation of the 2022 Stormwater Master Plan Update. Grassed swale rehabilitation, in select areas of Fisherman's Landing that will not be impacted by construction activities under this project, was completed in 2022.

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2023 - 2027

Project Name :	Fisherman's Landing Infrastructure Improvements	**Project No.**	W/S2117
Strategic Priority :	Fiscal Responsibility and Safety		
Department :	Utilities		

Project Budget :	**Prior to 2023**	**2023**	**2024**	**2025**	**2026**	**2027**	**After 2027**	**Total**
Land acquisition	$0	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$0	$0	$0	$0	$0	$0	$0	$0
Engineering	$164,814	$0	$0	$0	$0	$0	$0	$164,814
Construction	$830,067	$508,125	$0	$0	$0	$0	$0	$1,338,192
Equipment	$0	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$994,881**	**$508,125**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,503,006**

Funding Sources :	**Prior to 2023**	**2023**	**2024**	**2025**	**2026**	**2027**	**After 2027**	**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 R & R funds	$0	$415,873	$0	$0	$0	$0	$0	$415,873
Water R & R funds	$994,881	$92,252	$0	$0	$0	$0	$0	$1,087,133
Total Revenues	**$994,881**	**$508,125**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,503,006**

Operating :	**Prior to 2023**	**2023**	**2024**	**2025**	**2026**	**2027**	**After 2027**	**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 FY2018**	**FY 2018**	**FY 2019**	**FY 2020**	**FY 2021**	**FY 2022**	**Total**
Amount Budgeted	$0	$0	$0	$0	$994,881	$0	$994,881
Amount Expended	$0	$0	$0	$0	$0	$0	$0
Balance							**$994,881**

RESOLUTION NO. 46-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, ACCEPTING FUNDING FROM THE AMERICAN RESCUE PLAN ACT AND AMENDING RESOLUTION 96-21, WHICH ADOPTED THE TOWN'S BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022 SO AS TO APPROPRIATE THE FUNDS RECEIVED BY THE TOWN FROM THE AMERICAN RESCUE PLAN ACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 11, 2021, Joe Biden, the President of the United States of America signed into law the American Rescue Plan Act (ARPA) which provides financial assistance to assist in the continued relief from the impact of the Covid-19 pandemic; and

WHEREAS, approximately $350 billion of The ARPA funding was allotted to assist the United States' state, local, tribal, and territory governments in responding to the coronavirus pandemic; and

WHEREAS, Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L No. 117-2 (March 11, 2021) authorized the Department of the Treasury to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, and

WHEREAS, the Town of Jupiter (the Town) is expected to receive $7,590,958 in funding; such funding to be received in two tranches, with one half of the funding received 60 days of the plan passage, and the remaining funding approximately 12 months later in FY2022, and

WHEREAS, the Town will receive the second tranche of ARPA funds from the United States Department of Treasury in the amount of $3,795,479; and

WHEREAS, pursuant to Resolution 96-21, the Town Council adopted its Fiscal Year 2021-2022 Budget and Pay Plan on September 23, 2021; 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 changes to the Town Council's fiscal policy which have occurred after the adoption of the Fiscal Year 2021 - 2022 Budget; and

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

SECTION 1. The Town Council acknowledges the receipt of the second tranche funding, and does hereby accept the allocation of funds in the amount of $3,795,479 allocated to it by the ARPA; and such funds will be placed in a special revenue fund for the purpose of tracking all approved transactional activities.

SECTION 2. The Town Council hereby amends Resolution 96-21, the Town's Budget for Fiscal Year 2021 - 2022 to allocate ARPA funds in the amount of $3,795,479 to the Pine Gardens North and Fisherman's Landing Infrastructure Improvements Projects.

SECTION 3. To the extent not amended herein, all other provisions of the Annual Budget for Fiscal Year Ending September 30, 2022 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.

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Town of Jupiter Utilities
Fisherman's Landing Infrastructure Improvements (WS2117)

September 24, 2024 at 2:00pm Bid Opening

VENDOR				Johnson-Davis, Inc.	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
BID ITEMS					
A. General Bid Items					
1	Consideration of Indemnification	1	LS	$100.00	$100.00
2	Bonds and Insurance ___% (Not to Exceed 2% of Items 8-47)	1	LS	$40,000.00	$40,000.00
3	General Conditions/Contract Administration ___% (Not to Exceed 1% of Items 8-47)	1	LS	$20,000.00	$20,000.00
4	Mobilization and Demobilization ___% (Not to Exceed 5% of Items 8-47)	1	LS	$100,000.00	$100,000.00
5	Shop Drawings/Utility Investigation/Record Drawings/GPS Data	1	LS	$30,000.00	$30,000.00
6	Temporary Traffic Control	1	LS	$25,000.00	$25,000.00
7	Unforeseen Conditions Allowance	1	AL	$200,000.00	$200,000.00
B. Water Distribution System Bid Items					
8	Cut-In and Connect to Existing 6" AC Watermain on Kriss Lane	1	EA	$11,000.00	$11,000.00
9	Furnish and Install 6-Inch PVC C-900 Water Main Pipe	4,850	LF	$70.00	$339,500.00
9A	Furnish and Install 8-Inch PVC C-900 Water Main Pipe	10	LF	$200.00	$2,000.00
10	Furnish and Install 6-Inch Ductile Iron Water Main Pipe	450	LF	$220.00	$99,000.00
11	Furnish and Install Ductile Iron Fittings including Joint Restraint	5,500	LB	$7.50	$41,250.00
12	Furnish and Install 6-Inch MJ Gate Valve with Joint Restraint	20	EA	$2,600.00	$52,000.00
13	Furnish and Install 8-Inch HDPE DR-9 via HDD from Riverwood Ln. to Natural Area	160	LF	$200.00	$32,000.00
14	Furnish and Install 8-Inch HDPE DR-9 via HDD from Natural Area to Kriss Ln.	210	LF	$150.00	$31,500.00
14A	Furnish and Install Air Release Valve Assembly	1	EA	$7,000.00	$7,000.00
15	Tie-In to Existing Distribution System on Chippewa St.	1	EA	$7,000.00	$7,000.00
16	Furnish and Install 1-Inch Same Side Single Water Service	28	EA	$1,500.00	$42,000.00
17	Furnish and Install 1-Inch Road Crossing Single Water Service	1	EA	$2,900.00	$2,900.00
18	Furnish and Install 2-Inch Same Side Double Water Service	20	EA	$3,400.00	$68,000.00
19	Furnish and Install 2-Inch Road Crossing Single Water Service	1	EA	$5,100.00	$5,100.00
20	Furnish and Install 2-Inch Road Crossing Double Water Service	50	EA	$5,300.00	$265,000.00
21	Remove and Dispose of Existing Fire Hydrant Assembly	6	EA	$250.00	$1,500.00
22	Furnish and Install Fire Hydrant Assembly including Gate Valve and	10	EA	$11,000.00	$110,000.00
23	Furnish and Install Bacteriological Sample Point	12	EA	$1,000.00	$12,000.00
24	Two Days of Bacteriological Sampling at Each Point	12	EA	$300.00	$3,600.00
25	Remove and Dispose of Existing Asbestos Concrete Pipe (All Sizes)	100	LF	$65.00	$6,500.00
26	Grout and Abandon in Place Water Main (All Sizes)	4,700	LF	$12.00	$56,400.00
C. Drainage System Bid Items					
27	Disconnect and Dispose of Existing Meter Box(es) and Connect new Meter Box(es) to Existing Service(s) (Single & Double Services)	101	EA	$750.00	$75,750.00
28	Remove and Dispose of Existing 12" and 18" Drainage Pipe and Exfiltration Trench	160	LF	$12.00	$1,920.00
29	Remove and Dispose of Existing 24" Drainage Pipe and Exfiltration Trench	165	LF	$15.00	$2,475.00
30	Furnish and Install 18-Inch RCP	66	LF	$125.00	$8,250.00
31	Furnish and Install 24-Inch RCP	32	LF	$140.00	$4,480.00
32	Furnish and Install 18-Inch Slotted RCP and Exfiltration Trench	120	LF	$200.00	$24,000.00

Town of Jupiter Utilities
Fisherman's Landing Infrastructure Improvements (WS2117)

September 24, 2024 at 2:00pm Bid Opening

VENDOR				Johnson-Davis, Inc.	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
33	Furnish and Install 24-Inch Slotted RCP and Exfiltration Trench	135	LF	$225.00	$30,375.00
34	Furnish and Install Type "C" Drainage Structure	2	EA	$4,800.00	$9,600.00
35	RCP to Structure Connections	6	EA	$1,800.00	$10,800.00
36	Clearing and Grading Swale (Where No Underground Excavation is Performed)	5,200	SY	$5.50	$28,600.00
37	Desilt and Water Jet Existing 24-Inch Drainage Pipe	65	LF	$10.00	$650.00
38	Furnish and Install a 24-Inch Cured-In-Place Pipe Liner	65	LF	$375.00	$24,375.00
39	Furnish and Install Concrete Drainage Structure with 24-Inch CMP Inlet Connection and Mitered End Exit	1	LS	$8,300.00	$8,300.00
40	Furnish and Install Concrete Mitered End on 24-Inch CMP	1	EA	$4,200.00	$4,200.00
D. Roadway and Restoration Bid Items					
41	Remove and Replace Concrete Driveway and Sidewalk	1,850	SY	$125.00	$231,250.00
42	Roadway Restoration above Exfiltration Trench on East Riverwood Lane	385	SY	$150.00	$57,750.00
43	Mill and Resurface 1-Inch of SP-9.5 Asphalt including Thermoplastic Striping	1,790	SY	$70.00	$125,300.00
44	One-Inch of SP-9.5 Asphalt Overlay including Thermoplastic Striping	100	SY	$60.00	$6,000.00
45	Town of Jupiter Roadway Edge Repair	200	LF	$50.00	$10,000.00
46	Furnish and Install Sod (Where No Underground Excavation is Performed)	5,200	SY	$6.50	$33,800.00
47	Right-of-Way Restoration including Landscaping, Repairing Irrigation and Repairing Other Existing Improvements	1	LS	$186,000.00	$186,000.00
	Total Base Bid Price (Bid Items 1-47) =				**$2,494,225.00**
E. Add Alternate Bid Items					
AA1	Replace Existing Sewer Lateral (Less than 30 feet)	10	EA	$1,200.00	$12,000.00
AA2	Replace Existing Sewer Lateral (Greater than 30 feet)	10	EA	$2,100.00	$21,000.00
	Total Add Alternate Bid Amount (Items AA1 - AA2) =				**$33,000.00**
	Total Base Bid Amount + Add Alternate Bid Amount (Items 1-47 and AA1-AA2) =				**$2,527,225.00**

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

BID PROPOSAL

Bidding Company Name: Johnson- Davis Incorporated

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 improve the drainage and water distribution systems within the Fisherman's Landing subdivision west of Pennock Lane and north of Indiantown Road in accordance with the Contract Documents. Detailed improvements for each system including restoration are listed below.

- Water Distribution System Improvements: These improvements include, but are not limited to: furnishing and installing +/- 4,850 LF of six-inch PVC water main and +/- 450 LF of six-inch DIP water main along with +/- 5,500 lbs. of DI fittings, +/- 18 six-inch distribution isolation gate valves, +/- 370 LF of eight-inch HDD DR-9 HDPE pipe, +/- 28 one-inch same side single water services, 1 one-inch road crossing single water service, +/- 20 two-inch same side double water services, 1 two-inch road crossing single water service, +/- 50 two-inch road crossing double water services, +/- 8 fire hydrant assemblies; cut-In and connect to an existing six-inch ACP water main along Kriss Ln.; tie-in to existing six-inch DIP water main along Chippewa St.; furnish and install +/- 12 bacteriological sample points and provide two days of bacteriological sampling at each point; removal and disposal of +/- 6 fire hydrant assemblies and +/- 100 LF of asbestos concrete pipe (all sizes); abandon and grout in place +/- 4,700 LF of three-inch and four-inch PVC, AC and DI pipe; and disconnect and dispose of +/- 101 existing meter boxes and connect the +/- 101 new single and double meter boxes to existing services.
- Drainage System Improvements: These improvements include, but are not limited to: removing and disposing of +/- 160 LF of failing 12-inch and 18-inch drainage pipe and exfiltration trench and +/- 165 LF of failing 24-inch drainage pipe and exfiltration trench; furnishing and installing +/- 66 LF of 18-inch RCP, +/- 120 LF of 18-inch slotted RCP and exfiltration trench, +/- 32 LF of 24-inch RCP, +/- 135 LF of slotted RCP and exfiltration trench, two (2) Type "C" drainage structures with a concrete aprons, one (1) concrete drainage structure with a 24-inch CMP inlet connection and mitered end exit, one (1) concrete mitered end on 24-inch CMP; connecting +/- six reinforced concrete pipes to four existing concrete structures; desilting and water jetting +/- 65 LF of existing 24-inch drainage

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pipe then installing +/- 65 LF of 24-inch cured in place liner; and clearing and grading +/- 5,200 SY of swale where no underground excavation is performed.

- Roadway and Restoration of Right-of-Way: These roadway and restoration items include, but are not limited to: removal and replacement of +/- 1,850 SY of concrete driveway and sidewalk; +/- 385 SY of roadway restoration above exfiltration trench on East Riverwood Ln.; milling and resurfacing +/- 1,790 SY with one-inch of SP 9.5 asphalt including thermoplastic striping; repairing +/- 200 LF of roadway edge; furnishing and installing +/- 5,200 SY of sod where no underground excavation is performed; and all other Right-of-Way restoration including replacing landscaping, repairing irrigation, stabilizing the roadway shoulder and repairing other existing improvements.

Also included in the work is notification to affected property owners, temporary traffic control, coordination with Town staff to isolate portions of the distribution system, backfill, compaction, inspection, disinfection, testing, same day restoration to restore the residents water service and property access, and all other restoration to like or better conditions required by the Contract for these drainage and water distribution improvements. It is the intent of this work to provide all necessary components and appurtenances described by the Bid Documents that are required to provide complete and operational Town of Jupiter storm water and water distribution systems within the Fisherman's Landing subdivision.

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.

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Lantana, FL 33462
Phone: (561) 588-117(
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BIDDING COMPANY NAME: Johnson- Davis Incorporated

BID SCHEDULE OF VALUES – REVISED BY ADDENDUM 2
FISHERMAN'S LANDING INFRASTRUCTURE IMPROVEMENTS (WS2117)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
A.	**GENERAL BID ITEMS**				
1	Consideration of Indemnification	1	LS	$ 100.00	$ 100.00
2	Bonds and Insurance 1.93 % of Bid Price (Not to exceed 2% of the construction bid items 8-47)	1	LS	$ 40,000.00	$ 40,000.00
3	General Conditions / Contract Administration 0.97 % of Bid Price (Not to exceed 1% of construction bid items 8-47)	1	LS	$ 20,000.00	$ 20,000.00
4	Mobilization / Demobilization 4.81 % of Bid Price (Not to Exceed 5% of construction bid items 8-47)	1	LS	$ 100,000.00	$ 100,000.00
5	Shop Drawings/Utility Investigation/Record Drawings/GPS Data	1	LS	$ 30,000.00	$ 30,000.00
6	Temporary Traffic Control	1	LS	$ 25,000.00	$ 25,000.00
7	Unforeseen Conditions Allowance	1	AL	$ 200,000.00	$ 200,000.00
B.	**WATER DISTRIBUTION SYSTEM BID ITEMS**				
8	Cut-In and Connect to Existing 6" AC Watermain on Kriss Lane	1	EA	$ 11,000.00	$ 11,000.00
9	Furnish and Install 6-Inch PVC C-900 Water Main Pipe	4,850	LF	$ 70.00	$ 339,500.00
9A	Furnish and Install 8-Inch PVC C-900 Water Main Pipe	10	LF	$ 200.00	$ 2,000.00
10	Furnish and Install 6-Inch Ductile Iron Water Main Pipe	450	LF	$ 220.00	$ 99,000.00
11	Furnish and Install Ductile Iron Fittings including Joint Restraint	5,500	LB	$ 7.50	$ 41,250.00
12	Furnish and Install 6-Inch MJ Gate Valve with ~~Thrust Collar and~~ Joint Restraint	20	EA	$ 2,600.00	$ 52,000.00

Johnson-Davis Inc.
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BID SCHEDULE OF VALUES – REVISED BY ADDENDUM 2
FISHERMAN'S LANDING INFRASTRUCTURE IMPROVEMENTS (WS2117)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
B. WATER DISTRIBUTION SYSTEM BID ITEMS (CONTINUED)					
13	Furnish and Install 8-Inch HDPE DR-9 via HDD from Riverwood Ln. to Natural Area	160	LF	$ 200.00	$ 32,000.00
14	Furnish and Install 8-Inch HDPE DR-9 via HDD from Natural Area to Kriss Ln.	210	LF	$ 150.00	$ 31,500.00
14A	Furnish and Install Air Release Valve Assembly	1	EA	$ 7,000.00	$ 7,000.00
15	Tie-In to Existing Distribution System on Chippewa St.	1	EA	$ 7,000.00	$ 7,000.00
16	Furnish and Install 1-Inch Same Side Single Water Service	28	EA	$ 1,500.00	$ 42,000.00
17	Furnish and Install 1-Inch Road Crossing Single Water Service	1	EA	$ 2,900.00	$ 2,900.00
18	Furnish and Install 2-Inch Same Side Double Water Service	20	EA	$ 3,400.00	$ 68,000.00
19	Furnish and Install 2-Inch Road Crossing Single Water Service	1	EA	$ 5,100.00	$ 5,100.00
20	Furnish and Install 2-Inch Road Crossing Double Water Service	50	EA	$ 5,300.00	$ 265,000.00
21	Remove and Dispose of Existing Fire Hydrant Assembly	6	EA	$ 250.00	$ 1,500.00
22	Furnish and Install Fire Hydrant Assembly including Gate Valve and DI Tee	10	EA	$ 11,000.00	$ 110,000.00
23	Furnish and Install Bacteriological Sample Point	12	EA	$ 1,000.00	$ 12,000.00
24	Two Days of Bacteriological Sampling at Each Point	12	EA	$ 300.00	$ 3,600.00
25	Remove and Dispose of Existing Asbestos Concrete Pipe (All Sizes)	100	LF	$ 65.00	$ 6,500.00
26	Grout and Abandon in Place Water Main (All Sizes)	4,700	LF	$ 12.00	$ 56,400.00

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BID SCHEDULE OF VALUES – REVISED BY ADDENDUM 2

FISHERMAN'S LANDING INFRASTRUCTURE IMPROVEMENTS (WS2117)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
C.	**DRAINAGE SYSTEM BID ITEMS**				
27	Disconnect and Dispose of Existing Meter Box(es) and Connect new Meter Box(es) to Existing Service(s) (Single & Double Services)	101	EA	$ 750.00	$ 75,750.00
28	Remove and Dispose of Existing 12" and 18" Drainage Pipe and Exfiltration Trench	160	LF	$ 12.00	$ 1,920.00
29	Remove and Dispose of Existing 24" Drainage Pipe and Exfiltration Trench	165	LF	$ 15.00	$ 2,475.00
30	Furnish and Install 18-Inch RCP	66	LF	$ 125.00	$ 8,250.00
31	Furnish and Install 24-Inch RCP	32	LF	$ 140.00	$ 4,480.00
32	Furnish and Install 18-Inch Slotted RCP and Exfiltration Trench	120	LF	$ 200.00	$ 24,000.00
33	Furnish and Install 24-Inch Slotted RCP and Exfiltration Trench	135	LF	$ 225.00	$ 30,375.00
34	Furnish and Install Type "C" Drainage Structure	2	EA	$ 4,800.00	$ 9,600.00
35	RCP to Structure Connections	6	EA	$ 1,800.00	$ 10,800.00
36	Clearing and Grading Swale (Where No Underground Excavation is Performed)	5,200	SY	$ 5.50	$ 28,600.00
37	Desilt and Water Jet Existing 24-Inch Drainage Pipe	65	LF	$ 10.00	$ 650.00
38	Furnish and Install a 24-Inch Cured-In-Place Pipe Liner	65	LF	$ 375.00	$ 24,375.00
39	Furnish and Install Concrete Drainage Structure with 24-Inch CMP Inlet Connection and Mitered End Exit	1	LS	$ 8,300.00	$ 8,300.00
40	Furnish and Install Concrete Mitered End on 24-Inch CMP	1	EA	$ 4,200.00	$ 4,200.00

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BID SCHEDULE OF VALUES – REVISED BY ADDENDUM 2

FISHERMAN'S LANDING INFRASTRUCTURE IMPROVEMENTS (WS2117)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
D. ROADWAY AND RESTORATION BID ITEMS					
41	Remove and Replace Concrete Driveway and Sidewalk	1,850	SY	$ 125.00	$ 231,250.00
42	Roadway Restoration above Exfiltration Trench on East Riverwood Lane	385	SY	$ 150.00	$ 57,750.00
43	Mill and Resurface 1-Inch of SP-9.5 Asphalt including Thermoplastic Striping	1,790	SY	$ 70.00	$ 125,300.00
44	One-Inch of SP-9.5 Asphalt Overlay including Thermoplastic Striping	100	SY	$ 60.00	$ 6,000.00
45	Town of Jupiter Roadway Edge Repair	200	LF	$ 50.00	$ 10,000.00
46	Furnish and Install Sod (Where No Underground Excavation is Performed)	5,200	SY	$ 6.50	$ 33,800.00
47	Right-of-Way Restoration including Landscaping, Repairing Irrigation and Repairing Other Existing Improvements	1	LS	$ 186,000.00	$ 186,000.00
				Total Base Bid Amount (Item Nos. 1 - 47) =	**$ 2,494,225.00**
E. ADD ALTERNATE BID ITEMS					
AA1	Replace Existing Sewer Lateral (Less than 30 feet)	10	EA	$ 1,200.00	$ 12,000.00
AA2	Replace Existing Sewer Lateral (Greater than 30 feet)	10	EA	$ 2,100.00	$ 21,000.00
				Total Add Alternate Bid Amount (Item Nos. AA1 - AA2) =	**$ 33,000.00**
				Total Base Bid Amount + Total Add Alternate Bid Amount (Items Nos. 1-47 and AA1-AA2)=	**$ 2,527,225.00**

*Bidder shall indicate the percentage (%) in the blank provided on the Bid Form for Pay Items 2, 3, and 4. Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items.

This page should be clearly marked with a tab for easy identification during the bid opening process.

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BID SCHEDULE OF VALUES (CONTINUED)

Total Base Bid Amount (Item Nos. 1 - 47) in Words: Two Million four hundred ninety-four thousand two hundred twenty-five dollars and zero cents

Total Add Alternate Bid Amount (Item Nos. AA1 – AA2) in Words: Thirty-three thousand dollars and zero cents

Total Base Bid Amount + Total Add Alternate Bid Amount (Items Nos. 1-47 and AA1-AA2) in Words: Two Million five hundred twenty-seven thousand two hundred twenty-five dollars ad zero cents.

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LIST OF SUBCONTRACTORS AND 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.

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor/Supplier Name & Address
Asphalt Repair Work	CUC1226030	1.8%	R&D Paving, LLC 400 Executive Center Dr., Ste. 210 West Palm Beach, FL 33401
Roadway Mill & Resurfacing	CUC1226030	3.4%	R&D Paving, LLC 400 Executive Center Dr., Ste. 210 West Palm Beach, FL 33401
Concrete Work	Self Perform		
Directional Drilling	N/A		
Water Main and Services	Self Perform		
Drainage Work	Self Perform		

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 entirely and include with Sealed Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURANCY 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 or Underground Utility and Excavation Contractor's 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 the individual who holds the State of Florida Contractor license and license number:

William Cryer, CUC12255299 or Scott Johnson, CUC043087

1. State the numbers of years your organization has been doing business in the State of Florida:

47

2. State the number of years your organization has been doing business as a licensed General Contractor or Underground Utility and Excavation Contractor in the State of Florida:

47

3. We typically perform 90 % of the work with our own forces. List trades below for which your organization is qualified to self-perform on this project:

Underground Utilities, Excavation and Plumbing

4. Has Bidder ever failed to complete awarded work? No
If so, state where, when and why:

N/A

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QUALIFICATION REQUIREMENTS (CONTINUED)

5. State the location of the office from which this contract will be managed.

   604 Hillbrath Drive, Lantana, FL 33462

6. State the number of employees available to complete the work contemplated by this contract.

   We have 145 employees

7. Provide the name and experience of the 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. (Attach additional pages as necessary).

   Walter Pfaffenberger

   ***Please see attached

8. Provide name and experience of the 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. (Attach additional pages as necessary).

   Joe Bagford

   *** Please see attached

9. List equipment owned by Contractor to complete the Work identified for this contract.

   *Please see attached list of equipment

10. List equipment to be rented by Contractor to complete the Work of this contract.

    None

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QUALIFICATION REQUIREMENTS (CONTINUED)

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. For Major Subcontractors, provide previous experience and qualifications for at least five (5) projects completed over the past five (5) years.

    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.

12. 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- All projects were completed in the allowable contract time.

    OWNER NAME/CONTACT INFO: _____

    CONTRACT COMPLETION DATE: _____

    ACTUAL COMPLETION DATE: _____

13. 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: _____

    REASON FOR LDs: _____

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14. 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: _____

TYPE OF LITIGATION: _____

REASON FOR LITIGATION: _____

_____

15. 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: CR A1A from Jupiter Beach Road to US Hwy 1, Jupiter, FL

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2014

SCOPE OF WORK: Infrastructure Construction & Reconstruction for SR A1A w/n city limits of Jupiter, FL

CONTRACT VALUE: $3,699,744.00

TOTAL VALUE OF CHANGE ORDERS: $430,168.12

REASON FOR CHANGE ORDERS: Change in scope.

CONTRACT START AND COMPLETION DATES: 11/2014-12/2015

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, completed in time

OWNER OF PROJECT:
OWNER CONTACT NAME AND PHONE NUMBER: Town of Jupiter, Tom Driscoll 561-741-2215

ENGINEERING FIRM (DURING CONSTRUCTION): Calvin Giordano and Associates

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Patrick A. Figureall P.E.

561-684-6161

1800 Eller Road, #600, Ft. Lauderdale, FL 33316

ADDITIONAL INFORMATION: N/A

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QUALIFICATION REQUIREMENTS (CONTINUED)

(2) NAME & LOCATION OF PROJECT: Worth Ave. Block 400 Improvements, Palm Beach County

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2019

SCOPE OF WORK: WM replacement, Sewer Rehab & Replacement, New Drainage installation

CONTRACT VALUE: $1,330,022.21

TOTAL VALUE OF CHANGE ORDERS: $48,650.00

REASON FOR CHANGE ORDERS: Plan Changes / Revisions

CONTRACT START AND COMPLETION DATES: 8/2019 - 6/2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, completed on time.

OWNER OF PROJECT:
OWNER CONTACT NAME AND PHONE NUMBER: Town of Palm Beach, 561-838-5406

ENGINEERING FIRM (DURING CONSTRUCTION): Chen-Moore & Associates

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Brent Whitfield, P.E.

561-746-6900

ADDITIONAL INFORMATION: N/A

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QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF PROJECT: N29A Canal Connector Project, Broward County

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2019

SCOPE OF WORK: Construction of 72" culvert, excavation, grading, geogrid paving, and sidewalk.

CONTRACT VALUE: $1,145,000.00

TOTAL VALUE OF CHANGE ORDERS: $85,000.00

REASON FOR CHANGE ORDERS: Reduction in scope (Sidewalk)

CONTRACT START AND COMPLETION DATES: 1/2019 - 9/2019

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, completed on time.

OWNER OF PROJECT:
OWNER CONTACT NAME AND PHONE NUMBER: Central Broward Water Control District 954-432-5110

ENGINEERING FIRM (DURING CONSTRUCTION): Craven, Thompson & Assoc., Inc.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Adolfo A. Gonzalez, PE

954-739-6400 x385

3563 NW 53rd St., Ft. Lauderdale, FL 33309

ADDITIONAL INFORMATION: N/A

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QUALIFICATION REQUIREMENTS (CONTINUED)

(4) NAME & LOCATION OF PROJECT: Jupiter Unit Price Contract Storm Water Utility 9S1628

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [ ] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2016

SCOPE OF WORK: Drainage repairs throughout the town.

CONTRACT VALUE: $400,000.00

TOTAL VALUE OF CHANGE ORDERS: $400,000.00

REASON FOR CHANGE ORDERS: Town was satisfied with our contractual work so they extended out contract.

CONTRACT START AND COMPLETION DATES: 9/2018 - 9/2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, completed on time.

OWNER OF PROJECT:
OWNER CONTACT NAME AND PHONE NUMBER: Amanda Barnes, P.E. 561-741-2270

ENGINEERING FIRM (DURING CONSTRUCTION): Town of Jupiter

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Amanda Barnes, P.E.

561-741-2537

210 Military Trail, Jupiter, FL 33458

ADDITIONAL INFORMATION: N/A

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QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF PROJECT: Water Main Replacement on SR60

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR

YEAR OF PROJECT: 2017

SCOPE OF WORK: 8,478' of Water Main under asphalt in FDOT ROW and HDD

CONTRACT VALUE: $1,150,029.00

TOTAL VALUE OF CHANGE ORDERS: $36,493.97

REASON FOR CHANGE ORDERS: Added Scope / Extended Qnty.

CONTRACT START AND COMPLETION DATES: 11/2017 - 5/2018

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, completed on time.

OWNER OF PROJECT:
OWNER CONTACT NAME AND PHONE NUMBER: City of Vero Beach 772-978-8220

ENGINEERING FIRM (DURING CONSTRUCTION): City of Vero Beach Water and Sewer Dept.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Robert J. Bolton, P.E. / Todd Young

772-978-5220

17 17th Street, Vero Beach, FL 32961

ADDITIONAL INFORMATION: N/A

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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:	300 calendar days from Notice to Proceed
Final Completion:	330 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, permit close-outs, 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 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.

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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 9/24/24

FIRM NAME Johnson-Davis Incorporated

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 59-1753888
(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 William Cryer, Vice President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL ccryer@johnsondavis.com

BUSINESS ADDRESS 604 Hillbrath Drive, Lantana, FL 33462

BUSINESS TELEPHONE (561) 588-1170

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Scott Johnson- 604 Hillbrath Dr., Lantana, FL 33462
Christopher Johnson- 604 Hillbrath Dr., Lantana, FL 33462
William Clark Cryer- 604 Hillbrath Dr., Lantana, FL 33462

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDERTHIS CONTRACT:

William Cryer

ccryer@johnsondavis.com

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION	
Company Name:	Johnson- Davis Incorporated
Address 1:	604 Hillbrath Drive
Address 2:	
City, State, Zip:	Lantana, FL 33462
Telephone No.:	(561) 588-1170
Fax No.:	(561) 585-3252
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 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 Worker's Compensation Insurance?

6 Years

3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's worker's compensation insurance policy for the past five years:

Year	Intrastate EMR	Interstate EMR	Comments
2023		.86	
2022		.88	
2021		.85	
2020		.77	
2019		.88	

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CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Johnson Financial Group Insurance (Sharon Majeski)
Address 1: 318 S. Washington Street
Address 2:
City, State, Zip: Green Bay, WI
Telephone No.: (920) 453-7107

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. 300 Logs to the table below:

Statistic	Year: 2023		Year: 2022		Year: 2021	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	1		0		2	
Restricted Workday Cases	0		0		1	
Medical Treatment (not First Aid) Cases	0		4		5	
Total Illness Cases	0		1		1	
Total Recordable Cases	2		4		5	
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:

None

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CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? X Yes __ No Frequency: Weekly
- Employees? X Yes __ No Frequency: Weekly
- New Hires? X Yes __ No Frequency: First Day Safety Orientation
- Subcontractors? X Yes __ No Frequency: Weekly

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

X Yes __ No

Name: Rudy Chamarro Title: Safety Director

How frequently will the representative visit the project site? Weekly

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).

The JD Safety Program addresses all items relevant to our work and working in Florida, as well as Emergency Planning. COVID-19 precautionary measures and compliance, and business continuity planning.

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Rudy Chamorro Title: Safety Director

Telephone No.: 561-588-1170

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): William Cryer Title: Vice President

Signature: _____ Date: 9/24/24

(William Cryer, Vice President)

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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Johnson-Davis Incorporated [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 Johnson- Davis Incorporated [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

(William Cryer, Vice President)

Print Name: William Cryer

Date: 9/24/24

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 9/24/24 (date) by William Cryer (name of officer or agent, title of officer or agent) of Johnson-Davis Inc. (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]

JAMES PATRICK AMSLER
Notary Public - State of Florida
Commission # HH 254617
My Comm. Expires Aug 11, 2026
Bonded through National Notary Assn.

Notary Public

Name typed, printed or stamped

My Commission Expires: 8-11-26

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SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that R & D Paving, 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 R & D Paving, LLC [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Nancy G. Rosso

Date: 9/24/24

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 9/24/24 (date) by Nancy G. Rosso (name of officer or agent, title of officer or agent) of R & D Paving, LLC (name of contractor company acknowledging), a FL (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]

ALEXANDRA CORTES
Notary Public - State of Florida
Commission # HH 429348
My Comm. Expires Aug 3, 2027
Bonded through National Notary Assn.

Notary Public

Name typed, printed or stamped

My Commission Expires: 8/3/27

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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 William Cryer, Vice President
[print individual's name and title]

for Johnson- Davis Incorporated
[print name of entity submitting sworn statement]

whose business address is 604 Hillbrath Drive, Lantana, FL 33462

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1753888
(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 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 a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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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.]**

   X 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](William Cryer, Vice President)

Sworn to and subscribed before me this 24TH day of SEPTEMBER, 2024

Personally known WILLIAM CRYER

OR Produced identification _____ Notary Public – State of FLORIDA

My commission expires 8-11-26

_____

(Printed typed or stamped commissioned name notary public)

JAMES PATRICK AMSLER
Notary Public - State of Florida
Commission # HH 254617
My Comm. Expires Aug 11, 2026
Bonded through National Notary Assn.

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

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.	Slope/ Shield	LF	5,492	$3.00	$16,476.00
B.					
C.					
D.					

Failure to complete the above may result in the bid being declared non-responsive.

THIS SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

BID BOND

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDER	**SURETY**
Name: Johnson-Davis Incorporated Phone: (561) 588-1170 Address *(principal place of business)*: 604 Hillbrath Drive Lantana, FL 33462 **Email Address:**	Name: Liberty Mutual Insurance Company Phone: (617) 357-9500 Address *(principal place of business)*: 175 Berkeley Street Boston, MA 02116 **Email Address:** jloftis@holmesmurphy.com

OWNER	**BID**
Name: Town of Jupiter Phone: 561-746-5134 Address *(principal place of business)*: Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Facility 17403 Central Blvd. Jupiter, FL 33458 **Email address:** StevenM@jupiter.fl.us	Project *(name and location)*: Fisherman's Landing Infrastructure Improvements (WS2117), Jupiter, FL *The project is located north of Indiantown Road and west of Pennock Lane.* Bid Due Date: September 24, 2024

BOND

Penal Sum: 5% of amount bid

Date of Bond: September 17th, 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	Surety
Johnson-Davis Incorporated *(Full formal name of Bidder)*	Liberty Mutual Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: William Cryer *(Printed or typed)*	Name: Joshua R. Loftis *(Printed or typed)*
Title: Vice President	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Chris Johnson *(Printed or typed)*	Name: Austin Muehlschlegel *(Printed or typed)*
Title: Secretary / Treasurer	Title: Witness to Surety

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
Seal No. 5520

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.

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

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 email with read receipt, 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.

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Florida)

COUNTY OF Palm Beach)

On this 24TH day of September, in the year 2024, before me personally appeared William Cryer, Vice President of Johnson-Davis Incorporated, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

JAMES PATRICK AMSLER
Notary Public - State of Florida
Commission # HH 254617
My Comm. Expires Aug 11, 2026
Bonded through National Notary Assn.

James P. Amsler, Notary Public

My Commission Expires: 8-11-26

ACKNOWLEDGEMENT OF SURETY

STATE OF Wisconsin)

COUNTY OF Dane)

On this 17th day of September, in the year 2024, before me personally come(s) Joshua R. Loftis, Attorney-in-Fact of Liberty Mutual Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Liberty Mutual Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

AUSTIN MUEHLSCHLEGEL
NOTARY
PUBLIC
STATE OF WISCONSIN

Austin Muehlschlegel, Notary Public

My Commission Expires: 08/18/2028

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210698 - 190054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **17th** day of **September**, **2024**.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

JOHNSON-DAVIS INCORPORATED

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

604 HILLBRATH DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code

LANTANA, FL 33462

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	7	5	3	8	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 5/14/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

JOHNSON - DAVIS INCORPORATED

filed in this office on the 6th day of July

19 77.

Charter Number: 538772

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 7th day of July

19 77.

SECRETARY OF STATE

CORP. 101 (Corp. 94)
7-13-76

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

State of Florida
Department of State

I certify from the records of this office that JOHNSON - DAVIS INCORPORATED is a corporation organized under the laws of the State of Florida, filed on July 6, 1977.

The document number of this corporation is 538772.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on November 9, 2021, 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 Seventh day of December, 2021



Secretary of State

Tracking Number: 0516866656CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

JOHNSON-DAVIS INC.
"Construct with Confidence"

CERTIFICATE OF AUTHORIZATION RESOLUTION

The undersigned hereby certifies as follows:

1) That at a meeting of the Board of Directors duly noticed and held on January __, 2023 all of the directors of the Company unanimously adopted the resolutions;

   a. That William C. Cryer is elected or appointed as an officer of the Company with the title of Vice President – Estimating.
   b. That in addition to any other authorized officer of the Company, William C. Cryer is authorized to execute and deliver for and on behalf of the Company, bids, estimates, contracts, loan documents and general authorizations relating to the Company's providing of goods and services for underground utilities construction, or other services related to the operation of business and bind the Company accordingly; and that, third parties shall be entitled to rely upon a certified copy of this resolution until written notice of modification or rescission of same has been furnished to and received by any such third party.

2) That the above resolutions are true and accurate copies of the original resolutions on file in the corporate record book of the Company and that said resolutions remain in full force and effect.

Date this 11 day of January, 2023.

By _____
Scott Johnson – President

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

On this 11 day of January 2023. Before me personally appeared Scott Johnson
To me known to be the person who executed the foregoing acceptance and acknowledged that He/She executed the same as His/ Her free act and deed.

NOTARIAL SEAL

LARISA DITU PELKEY
Commission # HH 178111
Expires January 22, 2026
Bonded Thru Budget Notary Services

My commission as Notary Public in Palm Beach County expires 01.22.26

_____
Signature

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

JOHNSON, SCOTT JAMES

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC043087

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/07/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

CRYER, WILLIAM CLARK CLIFFORD

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC1225299

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/22/2024

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRYER, WILLIAM CLARK CLIFFORD

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CFC1430348

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

JOHNSON-DAVIS INC.

WALTER PFAFFENBERGER

EDUCATION:

BBA – Business Administration
Palm Beach Atlantic College, West Palm Beach, FL

EXPERIENCE:

2018 – Present

Johnson-Davis Inc., Lantana, FL
Estimator
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Prepare estimates for private and public work as both prime and subcontractor.

2003 – 2018

Johnson-Davis Inc., Lantana, FL
Project Manager
Company representative at pre-construction and project meetings. Ordered materials, billing, and job coordination for private and public utility projects.

2002 – 2003

Johnson-Davis Inc., Lantana, FL
Heavy Equipment Operator

1999 – 2002

J.G. Developers Inc., Pearl River, NY
President
Researched and selected subdivision lots for homes. Involved in interim finance acquisition, budgeting, contracting, and architect interface on design for single family dwellings. Schedule, monitor, and inspect work.

1997 – 1999

R.D.&P. Construction Corp., Pearl River, NY
Construction Manager
Estimating, budgeting, and invoicing of commercial and residential site work contracts. Schedule, monitor, and inspect work.

RELATED ACCOMPLISHMENTS:

Class V Fire Sprinkler Contractor
Florida DOT Maintenance of Traffic Advanced Certification

Joseph Bagford

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

JOHNSON-DAVIS INC.

EDUCATION:

Santaluces High, Lantana FL
NUCA Confined Space Entry and Competence Person Training. OSHA Trench Safety Certified. State of Florida Class B Water Technician.

EXPERIENCE:

2011 – Present

Johnson-Davis Inc., Lantana, FL
Superintendent
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.

2001 – 2011

Johnson-Davis Inc., Lantana, FL
Foreman
Field supervision, responsible for 7 to10 person crew installing potable water, force main, sanitary sewer, storm drain, and geo reinforcements.

1999 – 2001

Centerline Utilities, Jupiter, FL
Foreman
Field supervision, responsible for 5 to 7 person crew installing potable water, force main, sanitary sewer, storm drain, and geo reinforcements.

1988 – 1999

City of Lake Worth, Lake Worth, FL
Foreman/Pipelayer/Heavy Equipment Operator
Field supervision and pipelayer of underground construction crews and heavy equipment operator.

RELATED ACCOMPLISHMENTS:

Diligent professional with 20 years underground construction experience and a proven knowledge operating heavy equipment.

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Major Equipment List
All OWNED by Johnson-Davis, Inc.

ID	DESC	VIN#
Category: 10 WELLPOINT PUMPS		
10-0001	10 IN. WELLPOINT PUMP	7105
10-0003	10 IN. WELLPOINT PUMP	7568
10-0011	10 IN. WELLPOINT PUMP	7130
10-0013	WELLPOINT PUMP 6 IN.	NONE
10-0016	WELLPOINT PUMP 10 IN.	8460
10-0019	WELLPOINT PUMP 10 IN.	7505
10-0020	WELLPOINT PUMP 10 IN.	8334
10-0026	HYDRAULIC PUMP 6 IN.	5654
10-0028	JET PUMP , 4 IN. DIESEL	6J66
10-0030	DOUBLE DIAPHRAGM	4DDL335
10-0031	WELLPOINT PUMP 10 IN.	JD946068
10-0033	WELLPOINT PUMP 6 IN.	6951033
10-0035	WELLPOINT PUMP 8 IN.	US97362X
10-0036	HYDRAULIC PUMP 4 IN.	H-25-D-349
10-0038	WELLPOINT PUMP 8 IN.	U640528Y
10-0040	JET PUMP 4 IN.	None
10-0041	WELLPOINT PUMP 8 IN.	H-40WPLR-D-139
10-0043	TEST PUMP	
10-0045	JET PUMP 4 IN.	C.M.E.8291
10-0046	WELLPOINT PUMP 8 IN.	9037
10-0048	6 IN. TRASH PUMP	9065
10-0049	WELLPOINT PUMP 8 IN.	9064
10-0050	HYDRAULIC PUMP 4 IN.	2657
10-0051	JETPUMP ON WHEELS 4 IN.	4219
10-0052	8 IN. WELLPOINT PUMP	9159
10-0054	8 IN. WELLPOINT PUMP	9181
10-0055	12 IN. HYDRAULIC PUMP	D12SG068T1210
10-0056	8 IN. HYDRAULIC PUMP	325
10-0058	10 IN. WELLPOINT PUMP	9293
10-0059	10 IN. WELLPOINT PUMP	
10-0060	4 IN. HYDRAULIC PUMP	U797253C
10-0061	4 IN. HYDRAULIC PUMP	708
10-0062	8 IN. WELLPOINT PUMP	9220
10-0063	8 IN. WELLPOINT PUMP	9239
10-0064	4 IN. HYDRAULIC PUMP	
10-0065	WELLPOINT PUMP 6 IN.	6PW-019
10-0066	10 IN. HYDRAULIC PUMP	
10-0067	4 IN. HYDRAULIC PUMP	LD44369U146539
10-0068	4" HYDRAULIC PUMP ON WHEELS	F.P. 8-20
10-0069	4" HYDRAUIC PUMP ON WHEELS	F.P. 8-19
10-0070	3" HYDRAULIC PUMP	10HPU-58
10-0071	2.5" x 4" JET PUMP ON WHEELS	9500
10-0073	10 inch Roto Flo Wellpoint Pump	26109642 1.1
10-0074	6" Trash Pump	12001
10-0075	8 inch Roto Flo Wellpoint Pump	9010
10-0077	6 INCH HYDRAULIC PUMP POWER UNIT	1318-C
10-0078	8" HYDRAULIC PUMP	142-C
10-0079	8" Wellpoint Pump	14237
10-0080	8" Wellpoint Pump	14238
10-0081	8" Wellpoint Pump	14239
10-0082	8" Wellpoint Pump Quiet Pack	14235
10-0083	10" Wellpoint Pump	14269
10-0084	10" Wellpoint Pump	14270
10-999	Rental Pump	
Category: 11 VACUUM PUMPS		
10-0100	M5 VAC PUMP	
10-0164	M-3 VACUUM PUMP	
11-0005	M-2 VACCUM PUMP	00050
11-0053	M-2 VACUUM PUMP	0053
11-0100	M10 VACUUM PUMP	100
11-0101	VACUUM PUMP	101
11-0102	M10 VACUUM PUMP	VP102
11-0131	M5 VACUUM PUMP FOR 10-76	010131
11-1016	M3 VACUUM PUMP	101689
11-1036	10 INCH VACUUM PUMP	1036
11-1037	C10 VACUUM PUMP	1037
11-1190	M2 VACUUM PUMP	1190
11-1240	M3 VACUUM PUMP	1240
11-1357	M10 VACUUM PUMP	1357
11-1381	M10 VACUUM PUMP	1381
11-1386	VACUUM PUMP	1386
11-1387	M10 VACUUM PUMP	1387
11-1390	M2 VACUUM PUMP	1390
11-1711	M3 VACUUM PUMP	1711
11-1923	M-3 VACUUM PUMP	1923
11-1924	M3 VACUUM PUMP	1924
11-1941	M3 VACUUM PUMP	1941
11-2341	M3 VACUUM PUMP	2341
11-3044	M3 VACUUM PUMP	3044
11-3049	VACUUM PUMP	3049
11-3605	M-10 VACUUM PUM	3605
11-3737	M2 VACUUM PUMP	3737
11-3750	M-2 VACUUM PUMP	3750
11-4268	M3 VACUUM PUMP	4268
11-4297	VACUUM PUMP	4297
11-4371	M-3 VACUUM PUMP	4371
11-4636	VACUUM PUMP	4636
11-4840	M-3 VACUUM PUMP	4840
11-4841	M3 VACUUM PUMP	4841
11-4923	M3 VACUUM PUMP	
11-5445	M5 VACUUM PUMP	544515
11-6917	C 10" VACUUM PUMP	6917
11-9305	M-3 VACUUM PUMP	9305
11-9487	10" VACUUM PUMP	9487
11-9494	M5 VACUUM PUMP	9494
11-9602	M3 VACUUM PUMP	9603
11-9607	M3 VACUUM PUMP	9607
11-9615	M10 VACUUM PUMP	9615
11-9616	C-10 VACUUM PUMP	9616
11-9617	C-10 VACUUM PUMP	9617
11-9716	#10 VACUUM PUMP	9716
Category: 20 BACKHOES		
20-0039	1997 DEWATERING TRENCHER	D97022
20-0040	LIEBHERR BACKHOE	417-4205
20-0044	LIEBHERR BACKHOE	651-8110

ID	DESC	VIN#
20-0050	LIEBHERR BACKHOE	924-13441
20-0056	KOMATSU BACKHOE	30099
20-0059	Caterpillar Crawler Excavator	CAT0328DCGTN
20-0060	Caterpillar Crawler Excavator	CAT0336DEW3K
20-0063	2012 JOHN DEERE RUBBER TIRE	1FF220DWHBD4
20-0068	Komatsu PC390LC-10 Excavator	A30203
20-0069	Komatsu PC240LC-11 EXCAVATOR	95106
20-0070	Komatsu PC390LC-11 Excavator	30425
20-0071	Komatsu PC390LC-11 Excavator	A74180
20-0072	Komatsu PC138USLC-11	50542
20-0073	KOMATSU PC290LC-11 EXCAVATOR	A27538
20-0074	Komatsu PC138USLC-11 Excavator	50845
20-0075	Liebherr A900C	66375
20-0077	Cat 323 Excavator	RAZ00754
20-0078	Cat 325FLCR Excavator	NDJ20187
20-0079	Komatsu PC-238 Excavator	05489
20-0080	Komatsu PC-138 Excavator	52349
20-0081	Cat 307E2 Mini-Excavator	307-KC901075
20-0082	John-Deere 350G Excavator	1FF350GXLHF81
20-999	Rental Backhoe	
WR-BH01	Volvo Backhoe (Wakefield Road Boring)	
Category: 25	**COMBINATIONS**	
25-0051	CAT COMBO BACKHOE	BLN11885
25-0052	CAT COMBO BACKHOE	BML05166
25-0067	2013 CAT COMBINATION BACKHOES 420 F	CAT0420FHJWJ0
Category: 30	**LOADERS**	
30-0032	LIEBER LOADER	443-11966
30-0033	VOLVO LOADER L70E	L70EV60803
30-0038	2009 KOMATSU LOADER	65858
30-0039	2009 KOMATSU LOADER	65939
30-0040	950H CATTERPILLAR LOADER	CAT0950HVK5K0
30-0042	WA320-6 KOMATSU LOADER	A35279
30-0043	WA-380-7 KOMATSU LOADER	A64171
30-0044	WA200PZ-6 KOMATSU RUBBER TIRE LOAD	KMTWA105C010
30-0045	WA-320-7 KOMATSU LOADER	80194
30-0046	938K CATERPILLAR LOADER	SWL01382
30-0047	WA200-7 KOMATSU LOADER	80392
30-0048	WA380-8 KOMATSU LOADER	A74013
30-0049	Komatsu WA-380-8 Wheel Loader	A74180
30-0050	Cat 906M Wheel Loader	CAT906MCH6600
30-0051	Komatsu WA320-8	85209
30-0052	Komatsu WA270-8 Wheel Loader	A28201
30-0053	Cat 930M Wheel Loader	KTG03806
30-0054	Cat 930M Wheel Loader	KTG04062
30-0055	John-Deere 524L Wheel Loader	1DW524LKLZLKF
30-0056	John-Deere 544L	1DW544LZCKF6
30-999	Rental Loader	
Category: 35	**SPECIALIZED EQUIPMENT**	
35-0001	CRAWLER DOZER	T065HX898018
35-0027	2001 LOADER/BOBCAT	514147010
35-0041	T300 BOBCAT	525415212
35-0061	KUBOTA BACKHOE	30767
35-0064	2012 KUBOTA EXCAVATOR W/RUBTKS/4P	41826
35-0066	2013 KUBOTA EXCAVATOR	74888
35-0067	Cat 305E2 Excavator	H5M07145
35-0068	John-Deere 325G Compact Track Loader	1T0325GMJKJ34
35-999	Rental Mini	

ID	DESC	VIN#

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

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604 Hillbrath Dr.
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Fax: (561) 585-3252

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****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	JOHNSON SCOTT J	CUC043087	B23.663190 07/18/2023	$99.00	B40128242

This document is valid only when receipted by the Tax Collector's Office.

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DR
LANTANA FL 33462-1694

2 - 606

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 199306319
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
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P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	JOHNSON SCOTT J	CUC043087	B23.663188 07/18/2023	$185.85	B40128243

This document is valid only when receipted by the Tax Collector's Office.

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 199306318
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.

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

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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****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CUC1225299	B23.663376 07/18/2023	$27.50	B40165959

This document is valid only when receipted by the Tax Collector's Office.

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125387
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
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CUC1225299	B23.663377 07/18/2023	$185.85	B40165958

This document is valid only when receipted by the Tax Collector's Office.

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125388
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.

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

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****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
PLUMBING CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CFC1430348	B23.663378 07/18/2023	$27.50	B40165957

This document is valid only when receipted by the Tax Collector's Office.

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125389
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
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW PLUMBING CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CFC1430348	B23.663379 07/18/2023	$264.60	B40165956

This document is valid only when receipted by the Tax Collector's Office.

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125390
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.

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Village of Royal Palm Beach

Business Tax Receipt

1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411
Tel: (561) 790-5128
Email: btr@royalpalmbeachfl.gov

JOHNSON-DAVIS INCORPORATED
604 HILLBRATH DR
LANTANA FL 33462

Business Tax Receipt #: 24-00021867

Dear Business Owner:

This is your new Business Tax Receipt. Please keep the upper portion for your records and detach the bottom of this form. Verify the information and display it conspicuously at your place of business, open to the view of the public.

This Business Tax Receipt is in addition to and not in lieu of any other license or tax required by law or municipal ordinance and is subject to regulations of zoning, health, and any other lawful authority.

Business Tax Receipts may be transferred to a new **owner** when evidence of a sale is provided; the original Business Tax Receipt is surrendered and a transfer fee is paid.

Business Tax Receipts may be transferred to a new **location** when proof of zoning approval is provided; the original Business Tax Receipt is surrendered and a transfer fee is paid.

Business name changes require a new Business Tax Receipt.

This Business Tax Receipt expires on **September 30, 2024**. Renewal notices are mailed at the beginning of July. If you do not receive the notice by the end of July, please let us know.

We hope you have a successful year.

The Village of Royal Palm Beach

**** DETACH AND DISPLAY BOTTOM PORTION ****

VILLAGE OF ROYAL PALM BEACH
1050 ROYAL PALM BEACH BOULEVARD
ROYAL PALM BEACH, FL 33411
REGISTRATION

NO. 24-00021867
DATE: 8/22/23

LOCAL BUSINESS TAX RECEIPT
EXPIRES: SEPTEMBER - 30 - 2024

JOHNSON-DAVIS INCORPORATED
604 HILLBRATH DR
LANTANA FL 33462

DESCRIPTION
CONTRACTOR - UTILITIES

TOTAL FEE
$.00

DISPLAY IN PLACE OF BUSINESS

LOCATION: OUTSIDE CITY LIMITS

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

DBA:
Business Name: JOHNSON DAVIS INC

Owner Name: SCOTT J JOHNSON
Business Location: 604 HILLBRATH DR
PALM BEACH COUNTY
Business Phone: 561-588-1170

Receipt #: 189-5373
Business Type: ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY EXCAVATION)
Business Opened: 09/29/2006
State/County/Cert/Reg: CUC043087
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		1		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee	27.00
Packing/Processing/Canning Employees	0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

JOHNSON DAVIS INC
604 HILLBRATH DR
LANTANA, FL 33462

Receipt #13B-22-00002006
Paid 08/17/2023 27.00

2023 - 2024

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Town of Hypoluxo

2024 CONTRACTOR REGISTRATION: Valid October 1, 2023 to September 30, 2024

License: PBCW20125388 **Expires:** 9/30/2024 **Type:** UNDERGROUND UTILITIES **Occupational:** 24-51
Certified: CUC1225299 **Qualifier:** Cryer, William Clark Clifford **Expires:** 8/31/2024 **Ph:** (561)588-1170
Registration: 24-51 **Expires:** 9/30/2024 **Insurance:** National Fire In **Expires:** 7/01/2024
Workers Comp: Valley Forge Ins **Expires:** 7/01/2024 9/16/2020

JOHNSON-DAVIS INC (Cryer)
604 Hillbrath Dr
Lantana, FL 33462-1656

Tracy Mitchell
Administrative Clerk

A CURRENT HYPOLUXO REGISTRATION NUMBER IS REQUIRED ON ALL PERMIT APPLICATIONS

LOCAL BUSINESS TAX RECEIPT

TOWN OF LANTANA, FLORIDA

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

RECEIPT NUMBER: 9300617

EFFECTIVE DATE:
10/31/1994

EXPIRATION DATE:
09/30/2024

JOHNSON-DAVIS INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

BUSINESS LOCATION:
604 HILLBRATH DR
LANTANA. FLORIDA 33462-1656
,

NAME OF BUSINESS
JOHNSON-DAVIS INC

BUSINESS CLASSIFICATION:
014 - OFFICE

BUSINESS TYPE:
014 - OFFICE

OWNERSHIP TYPE:
INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE

604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

WILLIAM CRYER
(561)588-1170

TOWN OF MANALAPAN
600 S. OCEAN BLVD. MANALAPAN, FL. 33462
VALID OCTOBER 1, 2023 - SEPTEMBER 30, 2024
BUSINESS TAX RECEIPT

No: 197

Date: 10/06/23

Address: 604 HILLBRATH DR
LANTANA, FL. 33462
Activity: STATE ST OF FL LICENSE
CUC1225299

Issued to: JOHNSON-DAVIS INC
WILLIAM CRYER
604 HILLBRATH DR
LANTANA, FL. 33462

BTR
PENALTY
TRANSFER

PLEASE DISPLAY IN A PROMINENT LOCATION

TOWN CLERK

Johnson-Davis, Inc.

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Memo

Re: **Notice of Random Drug Screening**

In compliance with the Johnson-Davis, Inc. Drug-Free Workplace Policy, each employee, as a condition of continued employment, is subject to medical or physical examination or tests, including urine drug screen. An employee, who refuses to submit to drug testing, as provided for in this Policy, will be asked to leave the office or project site immediately and the employee will be discharged.

Please complete and sign the attached acknowledgement and authorization form and return to your foreman and/or superintendent. You must proceed to a LabCorp testing center in your local area upon receipt of this notice. (See superintendent for LabCorp locations).

A copy of the Johnson-Davis, Inc. Drug-Free Workplace Policy is also attached for your information and reference. Please keep a copy of this policy along with your employee handbook.

Thank you for your cooperation.

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

WHAT TO DO ABOUT HARASSING CONDUCT . . .

An employee who believes he or another Company employee has been subjected to harassing conduct should immediately contact the Human Resources Director. A prompt investigation will be conducted of each and every complaint and appropriate action will be taken. Employees are required to participate in all J-D investigations.

Complaints will be handled confidentially, to the extent possible. The Human Resources Director has the responsibility for investigating and resolving complaints of harassment. In the event of a complaint involving the Human Resources Director, J-D's President should be notified and he will fulfill the investigatory role in this process.

No Retaliation or Reprisals

Employees have a duty to report any harassment they either experience or observe, regardless of whether the alleged harassment is being perpetrated by a J-D employee or any other third party. Under no circumstances will a person be retaliated against because of a bona fide report of harassing conduct.

Drug-Free Workplace

J-D is committed to protecting the safety, health, and well-being of its employees and all individuals who come into contact with its workplace and property, and/or use its products and services. As part of this mission, J-D is committed to maintaining a Drug-Free Workplace.

Substance abuse, which includes the possession, use or sale of illegal drugs or the unlawful use or misuse of lawful substances, including alcohol and prescription drugs, will not be tolerated. J-D also prohibits the illicit use, possession, sale, attempted sale, purchase, attempted purchase, conveyance, distribution, cultivation or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. It is a condition of employment at J-D to refrain from using illegal drugs and unlawfully using lawful substances, including alcohol and prescription medicines, and to abide by the guidelines of the Company's Drug-Free Workplace Policy.

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Johnson-Davis, Inc.

Harassment, Discrimination and Retaliation Policy

Johnson-Davis, Inc. is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Johnson-Davis, Inc. expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

Equal Employment Opportunity

It is the policy of Johnson-Davis, Inc. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. Johnson-Davis, Inc. prohibits any such discrimination or harassment.

Retaliation Is Also Prohibited

Johnson-Davis, Inc. encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Johnson-Davis, Inc. to investigate such reports. Johnson-Davis, Inc. prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Definitions of Harassment

1) Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

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Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

2) Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his /her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law or that of his/her relatives, friends or associates, and that:

   - has the purpose or effect of creating an intimidating, hostile or offensive work environment;
   - has the purpose or effect of unreasonably interfering with an individual's work performance; or
   - otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Johnson-Davis, Inc. (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

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Reporting an Incident of Harassment, Discrimination or Retaliation

Johnson-Davis, Inc. encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor or the Director of Human Resources. See the Complaint Procedure described below.

In addition, Johnson-Davis, Inc. encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Company recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.

Complaint Procedure

Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her immediate supervisor or the Director of Human Resources who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the Company's designated representatives, and such discussion is encouraged.

An individual reporting harassment, discrimination or retaliation should be aware; however, that Johnson-Davis, Inc. may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Director of Human Resources

Johnson-Davis, Inc. encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

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Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a pay increase, reassignment, temporary suspension without pay or termination, as Johnson-Davis, Inc. believes appropriate under the circumstances.

If a party to a complaint does not agree with its resolution, that party may appeal to the President of the Company.

False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Conclusion

Johnson-Davis, Inc. has developed this policy to ensure that all its employees can work in an environment free from harassment, discrimination and retaliation. The Company will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has any questions or concerns about these policies should talk with the Director of Human Resources.

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Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of Johnson-Davis, Inc. prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

Employee Acknowledgement:

_____ _____

Employee Signature: Date:

_____ _____

Witness: Date:

JOHNSON-DAVIS INC. Est. 1977

CORE VALUES

"Construct with Confidence"

01 **SAFETY**

We value the safety of our employees and our community above all else. Safety is everyone's responsibility.

02 **FAMILY VALUES**

Family values are the foundation upon which our company was built. We care about the wellbeing of our employees and their families, as they are part of our family. We look out for each other.

03 **RESOURCES**

The backbone of our company is our experienced, creative, and long-term workforce. Our financial stability, infrastructure, and other resources allow us to take on and successfully complete challenges.

04 **ACCURACY**

We perform quality work the first time and review it for completeness and accuracy. We do not take short cuts.

05 **INTEGRITY & ACCOUNTABILITY**

We stand behind our word and honor our commitments. When mistakes occur, we acknowledge our mistakes and constructively participate in the resolution.

06 **RELATIONSHIPS**

We have established relationships with customers, engineers, government entities, vendors, coworkers, our industry, and the general public. We foster these relationships for mutual success.

07 **DEPENDABILITY**

We do what we say we are going to do for our customers and our coworkers.

08 **PUNCTUALITY**

We honor our commitments timely. These commitments include project completion, billing, being prompt for our work shifts and meetings, and vendor payments.

09 **RESPECT**

We have respect for our work, for the work and ideas of others, and for all those with whom we interact. We support each other in a positive way.

10 **COMMUNICATION**

We expect and deliver truthful messages timely, accurately, and respectfully.
We attentively listen to and recognize the ideas and feelings of others.

11 **TEAMWORK**

We are all part of the process. We all share in our successes and challenges.
We recognize the needs of and provide support to one another.

12 **COMMUNITY**

We are committed to improving the communities in which we work and live through our construction projects and personal involvement.

13 **APPEARANCE COUNTS**

We take pride in the appearance of ourselves and our work environment.
We keep our work and work environment neat and organized.

14 **MENTORING**

We lead and train fellow employees, allowing them to reach their highest potential.

Company ID Number: 342241

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Johnson-Davis Inc. **Scott Johnson**	
Name (Please Type or Print) ***Electronically Signed***	Title **07/09/2010**
Signature	Date
Department of Homeland Security – Verification Division **USCIS Verification Division**	
Name (Please Type or Print) **Electronically Signed**	Title **07/09/2010**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Johnson-Davis Inc.**
Company Facility Address:	**604 Hillbrath Drive**
	Lantana, FL 33462
Company Alternate Address:	
County or Parish:	**PALM BEACH**
Employer Identification Number:	**591753888**

Company ID Number: 342241

North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1

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)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Hernan Parra**
Telephone Number: **(561) 588 - 1170** Fax Number:
E-mail Address: **hparra@johnsondavis.com**

Name:
Telephone Number: Fax Number:
E-mail Address:

Construction Industry Licensing Board of Palm Beach County

(561) 233-5525

Planning, Zoning & Building Department
Contractors Certification Division
2300 N. Jog Road, 2nd Floor, Suite 2W-61
West Palm Beach, FL 33411

NANCY GAYNAL ROSSO
1083 BEDFORD AVE
PALM BEACH GARDENS, FL 33403

Congratulations on obtaining your **PAVING CONTRACTOR** Certificate and for applying for certification in Palm Beach County. With this Certificate of Competency, you become or continue to be one of thousands of Floridians certified by the Construction Industry Licensing Board (CILB) of Palm Beach County. Our Construction certificates range from General, Building, and Residential to Specialty trades unique to our County. The following is proof of your Certificate of Competency along with your scope of work.

✂----------

Gerry Kelly, Chair

Construction Industry Licensing Board of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-21796	PAVING CONTRACTOR

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.



NAME : NANCY GAYNAL ROSSO

FIRM : R & D PAVING LLC

DBA :

400 EXECUTIVE CENTER DR

SUITE 210

WEST PALM BEACH, FL 33401

Issued : 08/21/2023

Expiration date: 09/30/2025

PAVING CONTRACTOR contractor are those who are qualified with the experience and skill to construct roads, alter or repair, airport runways, parking lots, sidewalks, curbs, gutters, modular retaining walls, storm drainage facilities, residential driveways, using port land cement, concrete or asphaltic concrete paver brick/paver systems and to perform the excavating, clearing and grading incidental thereto. Electrical work for lighting that area may be included in the contract, but must be subcontracted to a Certified Electrical Contractor. Scope also includes the work of the Seal Coating/Striping Contractor. (Rev. 6/1/14)

An official website of the United States government
Here's how you know

E-Verify

Menu

My Company Account

My Company Profile

Company Information

Company Name

R & D PAVING LLC

Doing Business As (DBA) Name

R & D PAVING LLC

Company ID

916172

Enrollment Date

Oct 12, 2015

Employer Identification Number (EIN)

454469049

Unique Entity Identifier (UEI)

DUNS Number

048237086

Total Number of Employees

20 to 99

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

Edit Employer Category

Company Addresses

Physical Address

400 EXECUTIVE CENTER DRIVE, SUITE 210
SUITE 210
WEST PALM BEACH, FL 33401

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

> We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr 66

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

ROSSO, NANCY GAYNAL

R & D PAVING, LLC
400 EXECUTIVE CENTER DR
SUITE 210
WEST PALM BEACH FL 33401

LICENSE NUMBER: CUC1226030

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/09/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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 Johnson-Davis, Inc., 604 Hillbrath Drive, Lantana, FL 33462, a Corporation, 59-1753888 (FEIN), 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 improve the drainage and water distribution systems within the Fisherman's Landing subdivision west of Pennock Lane and north of Indiantown Road in accordance with the Contract Documents. Detailed improvements for each system including restoration are listed below.

- Water Distribution System Improvements: These improvements include, but are not limited to: furnishing and installing +/- 4,850 LF of six-inch PVC water main and +/- 450 LF of six-inch DIP water main along with +/- 5,500 lbs. of DI fittings, +/- 18 six-inch distribution isolation gate valves, +/- 370 LF of eight-inch HDD DR-9 HDPE pipe, +/- 28 one-inch same side single water services, 1 one-inch road crossing single water service, +/- 20 two-inch same side double water services, 1 two-inch road crossing single water service, +/- 50 two-inch road crossing double water services, +/- 8 fire hydrant assemblies; cut-In and connect to an existing six-inch ACP water main along Kriss Ln.; tie-in to existing six-inch DIP water main along Chippewa St.; furnish and install +/- 12 bacteriological sample points and provide two days of bacteriological sampling at each point; removal and disposal of +/- 6 fire hydrant assemblies and +/- 100 LF of asbestos concrete pipe (all sizes); abandon and grout in place +/- 4,700 LF of three-inch and four-inch PVC, AC and DI pipe; and disconnect and dispose of +/- 101 existing meter boxes and connect the +/- 101 new single and double meter boxes to existing services.
- Drainage System Improvements: These improvements include, but are not limited to: removing and disposing of +/- 160 LF of failing 12-inch and 18-inch drainage pipe and exfiltration trench and +/- 165 LF of failing 24-inch drainage pipe and exfiltration trench; furnishing and installing +/- 66 LF of 18-inch RCP, +/- 120 LF of 18-inch slotted RCP and exfiltration trench, +/- 32 LF of 24-inch RCP, +/- 135 LF of slotted RCP and exfiltration trench, two (2) Type "C" drainage structures with a concrete aprons, one (1) concrete drainage structure with a 24-inch CMP inlet connection and mitered end exit, one (1) concrete mitered end on 24-inch CMP; connecting +/- six reinforced concrete pipes to four existing concrete structures; desilting and water jetting +/- 65 LF of existing 24-inch drainage pipe then installing +/- 65 LF of 24-inch cured in place liner; and clearing and grading +/- 5,200 SY of swale where no underground excavation is performed.
- Roadway and Restoration of Right-of-Way: These roadway and restoration items include, but are not limited to: removal and replacement of +/- 1,850 SY of concrete driveway and sidewalk; +/- 385 SY of roadway restoration above exfiltration trench on East Riverwood Ln.; milling and resurfacing +/- 1,790 SY with one-inch of SP 9.5 asphalt including thermoplastic striping; repairing +/- 200 LF of roadway edge; furnishing and installing +/- 5,200 SY of sod where no underground excavation is performed; and all other Right-of-Way restoration including replacing landscaping, repairing irrigation, stabilizing the roadway shoulder and repairing other existing improvements.

Also included in the work is notification to affected property owners, temporary traffic control, coordination with Town staff to isolate portions of the distribution system, backfill, compaction, inspection, disinfection, testing, same day restoration to restore the residents water service and property access, and all other restoration to like or better conditions required by the Contract for these drainage and water distribution improvements. It is the intent of this work to provide all necessary components and appurtenances described by the Bid Documents that are required to provide complete and operational Town of Jupiter storm water and water distribution systems within the Fisherman's Landing subdivision.

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: **FISHERMAN'S LANDING INFRASTRUCTURE IMPROVEMENTS (WS2117) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the following:
Hazen & Sawyer, 2101 NW Corporate Blvd, #301, Boca Raton, FL 33431

2.2 The Town of Jupiter will administer the contract during the construction phase.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will have substantial completion dates and final completion dates 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:

Substantial Completion:	300 calendar days from Notice to Proceed
Final Completion:	330 calendar days from Notice to Proceed

3.2 OWNER defines Substantial Completion and Final Completion in accordance with Article 1 of the General Conditions, Article SC-1 of Supplementary Conditions, and as described below in Article 6. Project Closeout of this Agreement.

3.3 The Final Completion date will be adjusted by OWNER, as required, such that CONTRACTOR is provided thirty (30) calendar days after the delivery date of the Punch List to complete all remaining items required to render complete, satisfactory and acceptable all Work of the Contract and as described below in Article 6. Project Closeout of this Agreement.

3.4 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 Article 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 Article 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 Article 3.1 above from the date of final completion until the Work has reached final completion. Liquidated damages under this Contract

shall be applied to each Contract Completion date (Substantial and Final) individually and accrue until such time as the Work achieves Substantial and Final Completion, as required, by the Contract.

3.5 Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages as set-off from payment applications. Liquidated damages under this Contract will be applied to each Substantial Completion and Final Completion date identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract.

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 20 business 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 Upon issuance of the Certificate of Substantial Completion and delivery of an approved Punch List in accordance with Article 15 of the General Conditions, OWNER will increase payment for the remaining value of Work completed less an amount equal to 150 percent of the cost to complete the items of the Punch List in accordance with Chapter 218.735 F.S. OWNER and CONTRACTOR shall agree to the costs to complete each item on the Punch List, which may be no less than **2%** of the total value of the Contract. Based on this, progress payments will be made in an amount equal to **97%** of the Work completed less the aggregate of payments previously made unless liquidated damages are due. 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. PROJECT CLOSEOUT.

6.1 Substantial Completion. CONTRACTOR shall submit to OWNER a written request for substantial completion with an initial draft of punch list items to be completed or corrected before final payment in accordance with Article 15 of the General Conditions.

6.2 Inspection of Work. Within thirty (30) calendar days of CONTRACTOR request for substantial completion, OWNER, CONTRACTOR, ENGINEER and other Agencies as required shall make an Inspection of the Work to determine status of completion in accordance with Article 15 of the General Conditions. OWNER, upon agreement that work is considered substantially complete, will review and revise as needed CONTRACTOR's draft of punch list and deliver a Certificate of Substantial Completion and Punch List to the CONTRACTOR within (5) calendar days of the Inspection of the Work. OWNER shall increase payment as described in Article 5 of the Agreement.

6.3 The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Substantial and Final Completion dates.

6.4 Completion of the Punch List. After Substantial Completion, CONTRACTOR shall promptly begin work on the punch list of items. OWNER shall provide thirty (30) calendar days, from the date of delivery of the Punch List, to complete remaining Work of the Contract including the punch list. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Final Completion date.

6.5 Final Inspection. CONTRACTOR shall notify OWNER in writing that the entire Work of the Contract is complete and OWNER shall complete final inspection in accordance with Article 15 of the General Conditions.

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) Table of Contents – Technical Specifications & Appendices
8.1(c) Legal Advertisement / Invitation to Bid
8.1(d) Instructions to Bidders
8.1(e) Proposal (Including List of Subcontractors and Qualification Requirements)
8.1(f) 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) Trench Safety
8.1(k) Bid Bond
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) Notice of Commencement
8.1(p) Combined Payment and Performance Bond
8.1(q) Opinion of Town Attorney
8.1(r) Notice to Proceed
8.1(s) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
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: Fisherman's Landing Infrastructure Improvements (WS2117)
8.1(w) Drawings bearing the title: Fisherman's Landing Infrastructure Improvements (WS2117)

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, HALEYJ@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.

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	CONTRACTOR
Town of Jupiter 210 Military Trail Jupiter, FL 33458	Johnson-Davis, Inc. 604 Hillbrath Drive Lantana, FL 33462
By:	
_____ Jim Kuretski, Mayor	_____ William Cryer, Vice President
(TOWN SEAL)	(CORPORATE SEAL)
ATTEST	ATTEST
_____ Laura E. Cahill, Town Clerk	_____ PRINT NAME AND POSITION

Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750 North
Hollywood, FL 33021 • 954-987-0066

September 27, 2024

Amanda Barnes, PE,
Director of Utilities
Town of Jupiter
17403 Central Blvd.
Jupiter, FL 33458

Re: Fisherman's Landing Infrastructure Improvements (WS2117) Recommendation to Award

Dear Ms. Barnes:

Hazen and Sawyer (Hazen) has reviewed the bid proposal documents opened on September 24, 2024 for the subject project as summarized in the attached Bid Tabulation. The Town provided the proposal of the single bidder, Johnson Davis, Inc. for review. The bid proposal was evaluated for the proposed Contractor's overall technical ability to perform the work proposed by our design documents. All requested proposal items were submitted.

We have reviewed references identified by the bidder. Based on our review, we consider this contractor responsible and qualified to perform the work described in the contract documents. As such, we recommend that the Fisherman's Landing Infrastructure Improvements project (WS2117) contract be awarded to Johnson Davis, Inc.

We appreciate the opportunity to assist the Town with this important project. Should you have any questions or require further information, please do not hesitate to contact our office.

Very truly yours,

David A. Bannett, PE
Senior Associate

Attachment: ITB Bid Tabulation

Job no 44250-084

TOWN OF JUPITER UTILITIES
PRELIMINARY BID TABULATION

CALL TO ORDER: Haley Johnson
BID #: ITB-WS2117-0-2024/SFM
BID TITLE: Fisherman's Landing Infrastructure Improvements (WS2117)

OPENING DATE AND TIME: September 24, 2024 at 2:00 PM
LOCATION: Community Room #108
IN ATTENDANCE: Haley Johnson, Stephanie Proffer, and 2 representatives from Johnson-Davis, Inc.

VENDOR:	BASE BID:	ADD ALTERNATE BID:	BASE BID + ADD ALTERNATE BID:	BID BOND:
Johnson-Davis, Inc.	$2,494,225.00	$33,000.00	$2,527,225.00	Yes

APPARENT LOW BIDDER: Johnson-Davis, Inc.

BID CLOSING TIME: 2:01pm

Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750 North
Hollywood, FL 33021 • 954-987-0066

Town of Jupiter
Fisherman's Landing Infrastructure Improvements
Bid No.: (WS2117)
Hazen Project No.: 44250-084

Bidders Responsiveness Analysis

Bidder:	Johnson Davis, Inc.
Address:	604 Hillbrath Dr., Lantana, FL. 33462
Contact:	Walter Pfaffenberger
Phone No.:	(561) 588-1170
E-mail:	wpfaffenberger@johnsondavis.com

Submitted (Yes/No)	Required Item	Comments
Yes	Bid Proposal	Submitted.
Yes	Bid Schedule	Appears to be balanced.
	List of Subcontractors/Suppliers	R&D Paving, LLC (Sub), Lic. # CUC1226030 Asphalt Repair, Roadway Mill & Resurfacing at 1.8% and 3.4% respectively of % Total Contract
Yes	Qualification Requirements	Holds a GC License. More than 47 years in business. Typically performs 90% of the work. Has 145 employees Appears PM, Walter Pfaffenberger, has over 20 years with the Company. Owns own equipment. Experience performing as Prime. Missing Financial Statements…. Many of their referenced projects are at or older than 5 years. Many of their referenced projects had Change Orders.
Yes	Acknowledgement of Addenda	Four addendums acknowledged.
Yes	Contractor Safety Qualification Form	Signed and dated.
Yes	Submitted E-Verify Affidavit for subcontractor	Signed and dated.
Yes	Public Entity Crimes Sworn Statement	Signed and dated.
Yes	Trench Safety Form	Submitted.
Yes	Bid Bond	Submitted signed Bid Bond Form at 5% of Bid Amount.
Yes	Proof of GC Contractor License	Underground Utility & Excavation Contractors License submitted with bid. (Expires 08/31/2026).
Yes	Local Business Tax Receipt	Submitted (Expires 09/30/2024).
No	Attended Pre-Bid Meeting	Not required for this project
Yes	Bid appears to be complete	
Yes	Reference Check	Contacted references that were positive

(See comment)	Bid appears to be reasonable as compared to Engineers Estimate of Probable Cost	Bid of ±$2.5M is within 20% of Engineers Estimate of Probable Cost of ± $3.1 M for the project. It should be noted that the numbers used in the Engineers Estimate were based on bid unit pricing of recent similar South Florida project scope.
	Miscellaneous	They previously worked for TOJ and are highly regarding by the Town

Fisherman's Landing Infrastructure Improvements (WS2117)
Proposed Project Budget
Updated 10/2/2024

Funding Sources		Water		Stormwater		Total
Fishermans Landing FY2023 Adopted CIP Water & SW (WS2117)	$	103,321.00	$	415,873.00	$	519,194.00
ARPA Funds Allocated to Fisherman's Landing (Res. 46-22)	$	983,812.00			$	983,812.00
Total Project Appropriations	$	1,087,133.00	$	415,873.00	$	1,503,006.00
Expended & Encumbered to Date						
Design, Permitting & Bid Phase Services	$	(122,408.40)	$	(46,827.60)	$	(169,236.00)
Survey Fees	$	(1,400.00)	$	(250.00)	$	(1,650.00)
Permit Fees	$	(750.00)	$	(25.00)	$	(775.00)
Bid Advertisement Fees	$	(362.85)	$	(74.84)	$	(437.69)
Total Expended & Encumbered to Date	$	(124,921.25)	$	(47,177.44)	$	(172,098.69)
Remaining Anticipated Expenses						
Johnson Davis Construction Contract	$	1,954,379.00	$	572,846.00	$	2,527,225.00
Engineering Construction Phase Services	$	28,300.00	$	5,000.00	$	33,300.00
Materials Testing Services During Construction	$	21,250.00	$	3,750.00	$	25,000.00
Permit Fees	$	200.00	$	-	$	200.00
Construction Contingency	$	98,000.00	$	58,000.00	$	156,000.00
Total Remaining Anticipated Expenses	$	2,102,129.00	$	639,596.00	$	2,741,725.00
Total Project Need	$	2,227,050.25	$	686,773.44	$	2,913,823.69
Budget Deficit	$	(1,139,917.25)	$	(270,900.44)	$	(1,410,817.69)
Requested Budget Transfers						
Water Asset Maintenance R&R (W1290)	$	290,792.00			$	290,792.00
Brentwood North Distribution Improvements (W2115)	$	19,700.00			$	19,700.00
Juno Beach Repump Station Valve Replacements (W2118)	$	17,927.00			$	17,927.00
Jupiter Lakes & Wood Duck Distribution System Impr (W2123)	$	47,269.00			$	47,269.00
Water Enterprise Renewal and Replacement Fund *	$	764,229.25			$	764,229.25
Stormwater Asset Maintenance R&R (S1290)			$	58,613.00	$	58,613.00
Stormwater System Rehabilitation (S1009)			$	100,718.44	$	100,718.44
Urban Stormwater Management System Rehab (S0912)			$	45,797.00	$	45,797.00
TMDL/NNC Regulatory Response Modeling (S1401)			$	49,639.00	$	49,639.00
Cypress Drive Drainage Improvements (S2320)			$	16,133.00	$	16,133.00
Total Budget Transfer Requests	$	1,139,917.25	$	270,900.44	$	1,410,817.69
Requested Amended Project Budgets	**$**	**2,227,050.25**	**$**	**686,773.44**	**$**	**2,913,823.69**

* Excess reserves at FY2024 year end can be used to offset the transfer of funds from Water Enterprise R&R called for above.

TOWN OF JUPITER
Authorizing a Purchase Order with Ten-8 Fire & Safety, LLC for Vehicle and Equipment Repair Services

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	**Resolution 122-24,** authorizing the Town Manager to issue a purchase order to Ten-8 Fire & Safety, LLC, for an amount not to exceed $50,000.00 for repair services for vehicles and equipment.

EXECUTIVE SUMMARY

Staff requests the Town Council to authorize the Town Manager to issue a purchase order to Ten-8 Fire & Safety, LLC, based on a piggyback agreement using the competitively bid Lake County Contract. The Town Attorney has reviewed the attached documents and finds them to be in acceptable form.

ANALYSIS

This resolution will allow the Town Manager to issue a purchase order to Ten-8 Fire & Safety, LLC, for an amount not to exceed $50,000.00 based on a piggyback agreement using the competitively bid Lake County Contract 21-0714G (Attachment 2) for vehicle and equipment repair services. This agreement allows the Town to ensure that emergency vehicle maintenance needs are met and that the vehicles and equipment are adequately maintained.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 122-24 Vehicle and Equipment Maintenance Services (5791839.1)
2. Lake County Contract 21-0714G

FUNDING SOURCE

Approved in Budget	$10,000	Sources: 04534022-546001
	$40,000	04534022-531000
Additional Funding Requested	$	Sources:

For more information or copies of the attachments, please contact Shirley Saunier at ShirleyS@Jupiter.fl.us or 561-741-2456.

RESOLUTION NO. 122-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ISSUE A PURCHASE ORDER TO TEN-8 FIRE & SAFETY, LLC IN AN AMOUNT NOT TO EXCEED $50,000.00 FOR REPAIR SERVICES FOR VEHICLES AND EQUIPMENT.

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 of Florida Statues 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, Lake County, Florida, solicited competitive bids in accordance with Florida law and awarded a contract to Ten-8 Fire & Safety, LLC for repair services for vehicles and equipment (the Contract); and

WHEREAS, the Contract was recently renewed by Lake County for an additional two (2) year terms from October 1, 2024 through September 30, 2026; and

WHEREAS, the Contract provides that Ten-8 Fire & Safety, LLC may offer its repair services to other governmental authorities who are seeking the same type of services and that the services will be offered at the same pricing as contained in the Contract; and

WHEREAS, the Town Council has determined that it would be in the best interests of the Town to utilize the Contract awarded by Lake County for the Town's purchase of repair services for vehicles and equipment.

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 Town Manager is hereby authorized and directed to issue a Purchase Order to Ten-8 Fire & Safety, LLC, in an amount not to exceed $50,000.00 for repair services for vehicles and equipment.

Section 3. This Resolution shall take effect immediately upon its execution.

#5791839 v1 26503-00001

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Four (4) Effective Date: 10/1/2024	Contract Number: 21-0714G Title: Repair Services for Lake County Vehicles and Operating Equipment Effective Date: 10/01/2021
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Ten-8 Fire & Safety, LLC Address: 141 Maritime Dr City: Sanford, FL 32771 ATTENTION: Floyd Hicks fhicks@ten8fire.com

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature] Print Name: R. Downer Title: Chief Operating Officer. Date: 9/12/24. E-mail: rdowner@ten8fire.com. Secondary E-mail: hchestnut@ten8fire.com.	Signature: Print Name: Gretchen Bechtel, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.09.12 12:24:05 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Type Your Firm's Name Here **SAVE AND SUBMIT AS AN EXCEL FILE**	
The Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide services to County owned vehicles and equipment. Services will be performed in accordance with the specifications listed in the solicitation. The Contractor may provide any or all services. This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.	
All pricing shall be FOB Destination unless otherwise specified in this solicitation document.	
LABOR RATES: Please insert the labor rate per hour for repair services. Note: Hourly rates for service at a site other than the vendor's facility (County facility/site) (OFF SITE) shall include vendor's travel time and mileage to and from the facility; these items will not be paid as a separate charge on invoice.	
Description	**Hourly Rate**
1. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – AT VENDOR FACILITY	$156.66
2. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – AT VENDOR FACILITY	$207.02
3. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – OFF SITE	$179.04
4. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – OFF SITE	$279.75
PARTS DISCOUNT RATES: Please insert discount as a percentage that would be subtracted from the list price for parts used in repairs:	
Parts Discount Percentage (%) off List Price	5.00%
MISCELLANEOUS RATES: Please insert rates per each repair for miscellaneous service fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc., if applicable. No charges will be paid by the County if not listed in the vendor's bid.	
Description	**Per Repair Cost**
Shop Charges	8% of labor
Environmental Charges	
Disposal Fees	
Other (please list if any):	
TOWING/DELIVERY RATES: If provided by your firm, please insert the rates for towing and delivery/pickup (or attach a copy of your written towing prices and note "see attached"):	
Description	**Per Mile Cost**
Regular Towing service - Monday - Friday; 8 am - 5 pm; within 24 hour response	
Emergency Towing Service - Monday - Friday; 5:01 pm to 7:59 am, All Day on Saturdays, Sundays, Holidays within 2 hour response time)	
Vehicle Delivery	$83.93
Pickup of Operable Vehicle Needing Repair	$83.93

PRICING SHEET GENERAL INFORMATION

1. Shop Location:	
Shop Telephone and Fax Number:	
2. Parts price list Used and date of Price Lis	
3. Minimum Order (if any)	
4. Handling Fee if less than minimum order:	
5. Response Time (from initial contact and delivery to repairs being conducted):	
6. Does your firm offer pick up and delivery of vehicles and equipment?	**Yes**
7. Does your firm have towing capabilities:	**No**
8. Vendor contact for emergency and/or disaster service 24 hours / 7 days a week:	
9. Exceptions to specifications (If yes, upload a separate sheet with exceptions detailed):	**No**

The following information is required for a price redetermination to be considered.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0.00%
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Type text here

Occupational group and industry	(Dec.2005		Percent c		
	Mar. 2024	Jun. 2024	Jun. 2022	Sep. 2022	Dec. 2022
Civilian workers					
All workers(2)	164	165.5	1.3	1.2	1.1
Industry					
Goods-producing industries(3)	158.4	159.2	1.2	1	0.9
Manufacturing	158	159.4	1.1	1	0.9
Service-providing industries(4)	165.2	166.8	1.4	1.2	1.2
Education and health services	162.8	164.5	1.1	1.4	1.3
Educational services	161.3	163	1.1	1.4	1.2
Elementary and secondary schools	161.5	163.3	0.9	1.5	1.1
Junior colleges, colleges, universities, and professional schools	159.8	161.4	1	1.4	1.1
Health care and social assistance	164.4	166.1	1.3	1.4	1.4
Hospitals	165.1	166.8	1.3	1.4	1.4
Nursing and residential care facilities	165	166.6	1.5	2	1.2
Public administration	169.6	172.2	1.2	1.4	1
Private industry workers					
All workers	163.7	165.1	1.5	1.1	1.1
Occupational group					
Management, professional, and related	158.8	160.2	1.2	0.8	1.1
Management, business, and financial	159.6	160.7	1.4	0.5	1
Professional and related	158.4	160	1.2	1	1.2
Sales and office	167.4	168	2	1.1	1.2
Sales and related	165.7	165.1	2.5	0.9	1.3
Office and administrative support	168.1	169.9	1.6	1.2	1.3
Natural resources, construction, and maintenance	161.3	162.6	1.1	0.9	1
Construction, extraction, farming, fishing, and forestry occupations	159.7	161.1	0.9	0.9	1
Installation, maintenance, and repair	163.2	164.2	1.4	1	0.9
Production, transportation, and material moving	168.2	170.6	1.2	1.3	0.8
Production	163.5	165.3	1.3	1.3	1
Transportation and material moving	173.6	176.5	1.3	1.2	0.7
Service occupations	175.4	177.7	1.8	1.7	1.2
Industry					
Goods-producing industries(3)	158.3	159.1	1.2	1	0.9
Construction	159.4	158.9	1.5	1.1	1
Manufacturing	158	159.4	1.1	1	0.9
Aircraft manufacturing	136.9	136.1	0.1	-5.2	1.1
Service-providing industries(5)	165.2	166.7	1.5	1.1	1.2
Trade, transportation, and utilities	169.2	171.1	1.4	1	1

Wholesale trade	162.1	162	1.4	0.8	1.3
Retail trade	171.8	174.2	1.7	1.2	1.1
Transportation and warehousing	172.5	175.8	0.6	0.8	0.6
Utilities	173.3	174.9	0.7	1	1
Information	159.4	159.1	1.3	1.2	1.4
Financial activities	160.5	162.1	2.2	0.5	1.2
Finance and insurance	161.1	162.6	2.3	0.4	1.3
Credit intermediation and related activities	163.9	164.5	3	-0.4	1.3
Insurance carriers and related activities	162.1	164.1	1.7	1.1	1.2
Real estate and rental and leasing	158.3	159.6	1.9	0.9	0.9
Professional and business services	163.9	165.2	1.5	1.1	1
Professional, scientific, and technical services	164.7	166	1.7	1.2	0.9
Administrative and support and waste management and remediation services	163.9	165.3	1.6	1	1.2
Education and health services	162.9	164.6	1.3	1.3	1.4
Educational services	159.9	161.2	1.6	0.9	1.3
Junior colleges, colleges, universities, and professional schools	158.3	159.4	1.2	1	1
Health care and social assistance	163.6	165.3	1.2	1.4	1.4
Hospitals	164.9	166.5	1.3	1.4	1.3
Nursing and residential care facilities	163.5	165	1.5	1.9	1.2
Leisure and hospitality	174.7	177.1	1.6	1.7	1.2
Accommodation and food services	178.3	180.9	1.6	1.7	1.2
Other services, except public administration	167.9	169.5	1	1.2	0.8
State and local government workers					
All workers	165.3	167.3	1	1.5	1.1
Industry					
Education and health services	162.7	164.5	0.9	1.5	1.2
Educational services	161.7	163.5	0.9	1.5	1.2
Schools	161.6	163.4	0.9	1.5	1.1
Elementary and secondary schools	161.9	163.7	0.9	1.5	1.1
Health care and social assistance	170.2	172.1	1.2	1.7	1.3
Hospitals	166.1	168.1	1.1	1.5	1.2
Public administration	169.6	172.2	1.2	1.4	1

hanges for 3-months ended-					
Mar. 2023	Jun. 2023	Sep. 2023	Dec. 2023	Mar. 2024	Jun. 2024
1.2	1	1	0.9	1.2	0.9
1.1	0.9	0.9	1	1.1	0.5
1	0.9	0.8	0.9	1.2	0.9
1.1	1.1	1	0.9	1.2	1
1.2	1	1.3	0.9	1.1	1
1.2	0.9	1.2	0.9	1.1	1.1
1.2	1	1.1	0.9	0.9	1.1
1.3	0.8	1.2	1	1.3	1
1.2	1.1	1.3	0.9	1.2	1
1.2	1.1	1.1	1	1.4	1
1.2	1	1.5	0.9	1.1	1
1	1.2	1.4	1.3	1.7	1.5
1.2	1	0.9	0.9	1.1	0.9
1.1	1	1	0.7	1	0.9
1.1	1.1	1	0.6	1.1	0.7
1.2	1.1	1	0.9	1	1
1.2	1.1	0.7	0.9	1.4	0.4
1.2	1.1	0.4	1.1	1.6	-0.4
1.2	1	1	0.7	1.1	1.1
1.1	1	1.2	1.1	0.9	0.8
0.9	1	1	0.8	0.9	0.9
1.4	1	1.3	1.6	0.9	0.6
1.2	1	0.9	1.5	1.3	1.4
1.2	1	0.9	1.1	1.2	1.1
1.1	1.1	0.8	1.8	1.3	1.7
1.3	1.1	0.9	0.8	1.1	1.3
1.1	0.8	0.9	1	1.1	0.5
1.3	0.7	1.1	1	0.9	-0.3
1	0.9	0.8	0.9	1.2	0.9
0.8	0.2	0.8	0.7	1	-0.6
1.1	1.1	1	0.9	1.1	0.9
1.1	1.2	0.9	1.4	0.8	1.1

0.8	1.3	0.8	0.9	1.4	-0.1
1.3	1	1.1	0.8	-0.1	1.4
1	1.4	0.7	3	1.9	1.9
1.1	1.4	1.3	0.9	0.4	0.9
1	1	0.3	1	0.9	-0.2
0.5	1.4	1	0.6	0.5	1
0.3	1.4	0.9	0.7	0.5	0.9
1.4	0.4	1.3	1.1	1.6	0.4
1	0.9	0.9	0.2	0.7	1.2
1	1	1.2	0.1	0.6	0.8
1.4	0.9	0.9	0.6	1.5	0.8
1.3	0.9	0.7	0.7	1.4	0.8
1.3	0.9	1	0.7	1.1	0.9
1.2	1.1	1.2	1	1.1	1
1.2	0.7	1.2	1.1	1.5	0.8
0.9	0.7	1.2	0.9	1.2	0.7
1.2	1.2	1.3	0.9	1.1	1
1.3	1.1	1.1	1.1	1.4	1
1.3	1	1.5	0.8	1.1	0.9
1.3	1	0.8	0.9	0.5	1.4
1.3	1.2	0.6	1	0.4	1.5
1.6	1.3	1.2	1	1.8	1

1.2	1.1	1.3	1	1.3	1.2

1.2	1	1.2	0.9	1.2	1.1
1.2	1	1.1	0.9	1.1	1.1
1.2	1	1.1	0.9	1.1	1.1
1.2	1	1.1	0.9	0.9	1.1
1.1	1	1.3	0.7	1.7	1.1
1.1	1.1	1.4	0.6	1.7	1.2
1	1.2	1.4	1.3	1.7	1.5

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 10/1/2024	Contract Number: 21-0714G Title: Repair Services for Lake County Vehicles and Operating Equipment Effective Date: 10/01/2021
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire & Safety, LLC Address: 141 Maritime Dr City: Sanford, FL 32771 ATTENTION: Floyd Hicks fhicks@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 09/30/2026 or until new contract is awarded.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Floyd Hicks Print Name: Floyd Hicks Title: Service Manager Date: 4/12/24 E-mail: fhicks@ten8fire.com Secondary E-mail:	Signature: Print Name: Gretchen Bechtel, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.04.12 10:49:44 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
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MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 10/1/2023	Contract Number: 21-0714G Title: Repair Services for Lake County Vehicles and Operating Equipment Effective Date: 10/01/2021
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire & Safety, LLC Address: 141 Maritime Dr City: Sanford, FL 32771 ATTENTION: Floyd Hicks fhicks@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached and to extend the agreement for one annual term to expire on 09/30/2024.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Floyd Hicks	Signature: Gretchen Bechtel, Contracting Officer II
Print Name: Floyd Hicks	Print Name:
Title: Service Manager	Title:
Date: 6/6/23	Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.06.06 13:03:29 -04'00'
E-mail: fhicks@Ten8fire.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Type Your Firm's Name Here
SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide services to County owned vehicles and equipment. Services will be performed in accordance with the specifications listed in the solicitation. The Contractor may provide any or all services. This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

All pricing shall be FOB Destination unless otherwise specified in this solicitation document.

LABOR RATES: Please insert the labor rate per hour for repair services. Note: Hourly rates for service at a site other than the vendor's facility (County facility/site) (OFF SITE) shall include vendor's travel time and mileage to and from the facility; these items will not be paid as a separate charge on invoice.

Description	Hourly Rate
1. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – AT VENDOR FACILITY	$140.00
2. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – AT VENDOR FACILITY	$185.00
3. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – OFF SITE	$160.00
4. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – OFF SITE	$250.00

PARTS DISCOUNT RATES: Please insert discount as a percentage that would be subtracted from the list price for parts used in repairs:

Parts Discount Percentage (%) off List Price	5.00%

MISCELLANEOUS RATES: Please insert rates per each repair for miscellaneous service fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc., if applicable. No charges will be paid by the County if not listed in the vendor's bid.

Description	Per Repair Cost
Shop Charges	8% of labor
Environmental Charges	
Disposal Fees	
Other (please list if any):	

TOWING/DELIVERY RATES: If provided by your firm, please insert the rates for towing and delivery/pickup (or attach a copy of your written towing prices and note "see attached"):

Description	Per Mile Cost
Regular Towing service - Monday - Friday; 8 am - 5 pm; within 24 hour response	
Emergency Towing Service - Monday - Friday; 5:01 pm to 7:59 am, All Day on Saturdays, Sundays, Holidays within 2 hour response time)	
Vehicle Delivery	$75.00
Pickup of Operable Vehicle Needing Repair	$75.00

PRICING SHEET GENERAL INFORMATION

1. Shop Location:	
Shop Telephone and Fax Number:	
2. Parts price list Used and date of Price Lis	
3. Minimum Order (if any)	
4. Handling Fee if less than minimum order:	
5. Response Time (from initial contact and delivery to repairs being conducted):	
6. Does your firm offer pick up and delivery of vehicles and equipment?	**Choose One**
7. Does your firm have towing capabilities:	**Choose One**
8. Vendor contact for emergency and/or disaster service 24 hours / 7 days a week:	
9. Exceptions to specifications (If yes, upload a separate sheet with exceptions detailed):	**Choose One**

The following information is required for a price redetermination to be considered.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0.00%
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 10/1/2022	Contract Number: 21-0714G Title: Repair Services for Lake County Vehicles and Operating Equipment Effective Date: 10/01/2021
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire & Safety, LLC Address: 141 Maritime Dr City: Sanford, FL 32771 ATTENTION: Floyd Hicks fhicks@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached and to extend the agreement for one annual term to expire on 09/30/2023.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature] Print Name: Richard Downes Title: Chief Operating Officer Date: 4/19/22 E-mail: rdownes@ten8fire.com Secondary E-mail: kchapman@ten8fire.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.04.19 09:58:37 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Type Your Firm's Name Here **SAVE AND SUBMIT AS AN EXCEL FILE**	
The Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide services to County owned vehicles and equipment. Services will be performed in accordance with the specifications listed in the solicitation. The Contractor may provide any or all services. This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.	
All pricing shall be FOB Destination unless otherwise specified in this solicitation document.	
LABOR RATES: Please insert the labor rate per hour for repair services. Note: Hourly rates for service at a site other than the vendor's facility (County facility/site) (OFF SITE) shall include vendor's travel time and mileage to and from the facility; these items will not be paid as a separate charge on invoice.	
Description	**Hourly Rate**
1. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – AT VENDOR FACILITY	$130.00
2. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – AT VENDOR FACILITY	$175.00
3. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – OFF SITE	$145.00
4. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – OFF SITE	$225.00
PARTS DISCOUNT RATES: Please insert discount as a percentage that would be subtracted from the list price for parts used in repairs:	
Parts Discount Percentage (%) off List Price	5.00%
MISCELLANEOUS RATES: Please insert rates per each repair for miscellaneous service fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc., if applicable. No charges will be paid by the County if not listed in the vendor's bid.	
Description	**Per Repair Cost**
Shop Charges	
Environmental Charges	
Disposal Fees	
Other (please list if any):	
Shop Supplies	8% of labor
TOWING/DELIVERY RATES: If provided by your firm, please insert the rates for towing and delivery/pickup (or attach a copy of your written towing prices and note "see attached"):	
Description	**Per Mile Cost**
Regular Towing service - Monday - Friday; 8 am - 5 pm; within 24 hour response	
Emergency Towing Service - Monday - Friday; 5:01 pm to 7:59 am, All Day on Saturdays, Sundays, Holidays within 2 hour response time)	
Vehicle Delivery	$75 per/hr per/ person
Pickup of Operable Vehicle Needing Repair	$75 per/hr per/ person

PRICING SHEET GENERAL INFORMATION

1. Shop Location:	141 Maritime Dr. Sanford, FL 32771
Shop Telephone and Fax Number:	407-328-5081
2. Parts price list Used and date of Price Lis	
3. Minimum Order (if any)	
4. Handling Fee if less than minimum order:	
5. Response Time (from initial contact and delivery to repairs being conducted):	
6. Does your firm offer pick up and delivery of vehicles and equipment?	**Yes**
7. Does your firm have towing capabilities:	**No**
8. Vendor contact for emergency and/or disaster service 24 hours / 7 days a week:	
9. Exceptions to specifications (If yes, upload a separate sheet with exceptions detailed):	**No**

The following information is required for a price redetermination to be considered.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20.00%
Which does the firm use: Diesel fuel or Gasoline?	Gasoline
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	65.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

CONTRACT NO. 21-0714G
For
Repair Services for Lake County Vehicles and Operating Equipment

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Ten-8 Fire and Safety, LLC** (hereinafter "Contractor") to supply **Repair Services for Lake County Vehicles and Operating Equipment** to the County pursuant to County Bid number **21-0714** with any included addenda (hereinafter "Bid"), with an opening date of 06/01/201, and Contractor's Bid response dated 5/10/2021, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 - Submittal Form, Attachment 2 – Pricing Sheet, Attachment 3 – Equipment List,

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance and Waiver of Subrogation.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 10/1/2021 through 9/30/2022, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Gretchen Bechtel*

Contracting Officer II

Date: 9/14/2021

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

EXHIBIT A – SCOPE OF SERVICES **21-0714**
REPAIR SERVICES FOR VEHICLES AND OPERATING EQUIPMENT, AS NEEDED

1. SCOPE OF SERVICES

Contractor(s) shall provide repair service for County owned vehicles and operating equipment as needed. A list of the vehicle and equipment brands currently owned and maintained by the County is included in Attachment 4. Types of services and repairs that may be required under the resulting contract(s) include but are not limited to: hydraulic, drive-train, electrical, chassis, heating/air conditioning, transmission, wheel alignment, tire balancing, suspension, steering, welding, retrofitting, up fitment and restoration.

2. CONTRACTOR'S RESPONSIBILITIES

2.1. The Contractor shall furnish all labor, materials, tools, and equipment necessary for satisfactory contract performance and as recommended by the vehicle or equipment manufacturer(s). All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Fleet Manager.

2.2. The Contractor shall have the capability of transporting and storing vehicles. The vehicle shall be stored in a safe, secure location. Storage shall be at no charge to County.

2.3. The Contractor shall have or have access to a clean, complete, and modern facility.

2.4. The Contractor shall submit a written estimate via e-mail (FleetMaintenance@lakecountyfl.gov) to the Fleet Maintenance Division within twenty-four (24) hours after receiving the vehicle for estimate.

2.5. The Contractor shall include on each estimate: County vehicle number, VIN, estimated start and completion dates, labor hours and rate per hour as submitted in bid, itemized listing of replacement repair parts showing retail list price of each part less Contractor's discount percentage.

2.6. The Contractor shall complete the repairs in a timely manner after the authorization for repair is received.

2.7. The Contractor shall provide parts or maintenance certified (remanufactured) parts which meet or exceed Original Equipment Manufacturer (OEM) standards. Maintenance certified parts shall be warranted for merchantability and carry a warranty equal to new products.

2.8. The Contractor shall guarantee repairs against any and all defects in workmanship, parts or materials, and will return the vehicle to the manufacturer's specifications.

2.9. The Contractor shall guarantee all work performed shall be subject to an unconditional repair warranty of one (1) year / 12,000 miles on labor and the repair parts shall have the standard manufacturer's warranty.

2.10. The Contractor shall keep all damaged/nonworking parts which are replaced for a minimum of fourteen (14) days for inspection by the County, unless prior approval is received.

2.11. The Contractor shall ensure that the County has received the latest version of any MSDS forms required by 29 CFR 1910.1200 for any hazardous material.

3. COUNTY RESPONSIBILITIES

3.1 The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. This is an indefinite quantity contract with no guarantee services will be required.

3.2 The County reserves the right to add or delete services, equipment, vehicles, and brands from this contract as needed.

3.3 The County will review estimates and approve the requested repair work. No work shall commence without the County's approval.

3.4 The County will inspect all work before the acceptance of the repaired vehicles or equipment. All returned work must be completed within seven (7) calendar days and at the Contractor's expense according to industry standards.

3.5 The County reserves the right to cancel orders or require the Contractor to replace all items received that do not conform to specifications or are deemed defective.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE

The Contractor shall deliver repaired items to the **Fleet Maintenance Shop, 20423 Independence Blvd., Groveland, FL 34736** during normal Fleet business hours only **(Monday-Friday, 8:00 a.m. - 5:00 p.m.)**

5. FACILITIES SHALL BE PROVIDED IN CENTRAL FLORIDA BY THE VENDOR

Offers will only be accepted from vendors which have service facilities that are in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract.

5.1 The County reserves the right to perform an inspection of these service facilities during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, level of security, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

6. TOWING SERVICE

Contractors that have the ability, shall provide twenty-four (24) hours, seven (7) days a week, towing services. All vehicles under this service shall be towed directly to the Contractor's repair shop, unless otherwise stipulated by the County.

6.1 Regular towing service is defined as being performed during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) from any location within the County. Regular towing service shall include a response time within a twenty-four (24) hours after receiving notification of work.

6.2 Emergency towing service shall be defined as being performed outside of the normal business hours listed in Sub Section 6.1 from any location within the County. Emergency towing service shall include a response time within two (2) hours after receiving notification of work.

7. PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations should be made within 30 calendar days of the anniversary date of the Contract. Unless otherwise expressly set forth in the Contract, no other price redeterminations will be allowed.

7.1. Basis for Price Redeterminations. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. The base index number will be based on the solicitation's opening date. Subsequent price redeterminations will use the last approved price redetermination as the base index number. The County shall have the right to audit the Contractor's records to verify/investigate the validity of any request. Contractor will be required to petition for a price redetermination decrease if pricing decreases. Failure to make such petition may be grounds for contract termination and shall entitle the County to a refund of the cumulative prior price redeterminations increase paid.

7.2. Wage Price Redetermination. Contractor should utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group from the Bureau of Labor Statistics located on the *Statistics Site here*. The base figure will be tied to trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be considered only by reason of wage increases associated with the Contractor's employees performing Contract work.

7.3. Minimum Wage Price Redetermination. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County will grant an increase matching the minimum wage increase.

7.4. Fuel Price Redetermination. If fuel prices change by a minimum of ten percent, Contractor may petition for a fuel price redetermination. Fuel price redetermination are based upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as applicable to the Contractor's performance of the Contract.

7.5. Materials Price Redetermination. Contractor may petition for a materials price redetermination. As a condition of petitioning for a materials price increase, Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity as published by the Bureau of Labor Statistics.

7.6. Expiration Upon Failure to Agree to Price Redetermination. If the County and Contractor cannot agree to a price redetermination, the Contract will automatically expire without penalty or further expense to either party after a period of six months following the Contractor's initial request for such price redetermination. The County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible contractor.

[*The remainder of this page intentionally left blank*]

Vendor shall provide proof of insurance capabilities, including but not limited to, the requirements of this Solicitation. Coverage does not have to be in effect prior to a Purchase Order or Contract being executed by the County.

Awarded Vendor (Contractor) shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this Exhibit B within five working days of such request. It must be received and accepted by the County prior to contract execution and before work begins.

Contractor shall provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Contractor under the terms and provisions of the Contract without cost or expense to the County during the entire term of any Contract. Contractor is responsible for timely provision of certificates of insurance to the County at the Certificate Holder address evidencing conformance with the Contract requirements at all times throughout the term of the Contract.

Such policies of insurance, and confirming certificates of insurance, must ensure the Contractor in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

   Coverage must be provided on a per project basis.

2. Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the Contractor must provide a notarized statement to not hold the County responsible for any payment or compensation.

4. Employers' Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

5. The following additional coverage must be provided if a dollar value is inserted below:
   Loss of Use at coverage value: $ _1,000,000_____
   Garage Keepers Liability at coverage value: $ ___1,000,000_____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as the County's interest may appear on all applicable liability insurance policies. With regards to General Liability, additional insured for

ongoing operations (CG 2010 or equivalent) and products and completed operations (CG 2037 or equivalent) must be provided.

The certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the County.

Contractor must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. ***(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).***

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate Holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance must evidence a waiver of subrogation in favor of the County, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Contractor will be responsible for subcontractors and subcontractors' insurance. Subcontractors must provide certificates of insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Contractor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the Contractor or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Contract for default.

Neither approval by the County of any insurance supplied by the Contractor or subcontractors, nor a failure to disapprove that insurance, will relieve the Contractor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. "Related parties" mean the Vendor or the principals of the Vendor which have a direct or indirect ownership interest in another Vendor for the same contract or in which a parent company or the principals of the parent company of one Vendor have a direct or indirect ownership interest in another Vendor for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid

or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor is capable of performing the requirements of a solicitation.

E. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

F. Any tie situations will be resolved in consonance with current written procedure in that regard.

G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

H. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Procurement Protest Procedures site.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available from the Florida Department of State, Division of Corporations, by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Vendor will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Vendor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Vendor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Vendor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The vendor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against its employees or applicants for employment. The Vendor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Vendor in writing of such extensions.

The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply in these regards may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Vendor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the

satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered as a result of a solicitation will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED**.** The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and must be in compliance with the terms in the contract, fully in accord with the specifications and of the highest quality.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Vendor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the

term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation and will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer; provided, however, that the County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Vendor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds One Hundred Ninety-Five Thousand dollars ($195,000.00). Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply; the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given ten (10) days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or

entity with such Vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) complete calendar years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under this Agreement.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, by mail, Office of Procurement Services, Attn: Ron Falanga, P.O. Box 7800 Tavares, FL 32778.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing PO will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing in this PO will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under this Agreement, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract, but will not be liable for delays resulting from force majeure or other causes beyond reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, PO Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or purchasing@lakecountyfl.gov.

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The undersigned hereby declares that: Ten-8 Fire & Safety, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **REPAIR SERVICES FOR LAKE COUNTY VEHICLES AND OPERATING EQUIPMENT, AS NEEDED** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor will accept payment through the County VISA-based payment system: NO

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for four (4) subsequent one (1) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

Contract prices resultant from this solicitation will prevail for the full duration of the Contract unless otherwise indicated elsewhere. Prior to completion of each exercised term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. Refer to Exhibit A – Scope of Services. It is the Contractor's responsibility to request in writing any pricing adjustment under this provision.

2.0 METHOD OF PAYMENT

The Contractor must submit an accurate invoice to the County's using department. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the Lake County General Terms and Conditions page and accept the Lake County General Terms and Conditions dated 10/10/2019 as written including the Proprietary/Confidential Information section. YES Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

A. Primary business location of the responding Vendor: Sanford, Florida
B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If "yes" is checked, provide supporting detail: Click or tap here to enter text.

9.0 GENERAL VENDOR INFORMATION:

Firm Name: Ten-8 Fire & Safety, LLC

Street Address: 141 Maritime Drive

City: Sanford State and ZIP Code: Florida, 32771

Mailing Address (if different): Click or tap here to enter text.

Telephone: 407-328-5081 Fax: Click or tap here to enter text.

Federal Identification Number / TIN: 59-2812764

DUNS Number: 039680376

10.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Floyd Hicks*

Date: 5/26/2021

Print Name: Floyd Hicks

Title: Service Manager

Primary E-mail Address: fhicks@ten8fire.com

Secondary E-mail Address: Click or tap here to enter text.

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide services to County owned vehicles and equipment. Services will be performed in accordance with the specifications listed in the solicitation. The Contractor may provide any or all services. This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

All pricing shall be FOB Destination unless otherwise specified in this solicitation document.

LABOR RATES: Please insert the labor rate per hour for repair services. Note: Hourly rates for service at a site other than the vendor's facility (County facility/site) (OFF SITE) shall include vendor's travel time and mileage to and from the facility; these items will not be paid as a separate charge on invoice.

Description	Hourly Rate
1. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – AT VENDOR FACILITY	$115.00
2. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – AT VENDOR FACILITY	$175.00
3. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – OFF SITE	$130.00
4. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – OFF SITE	$225.00

PARTS DISCOUNT RATES: Please insert discount as a percentage that would be subtracted from the list price for parts used in repairs.

Parts Discount Percentage (%) off List Price	5.00%

MISCELLANEOUS RATES: Please insert rates per each repair for miscellaneous service fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc., if applicable. No charges will be paid by the County if not listed in the vendor's bid.

Description	Per Repair Cost
Shop Charges	
Environmental Charges	
Disposal Fees	
Other (please list if any):	
Shop Supplies	8% of Labor
Crate charges for large parts	

TOWING/DELIVERY RATES: If provided by your firm, please insert the rates for towing and delivery/pickup (or attach a copy of your written towing prices and note "see attached").

Description	Per Mile Cost
Regular Towing service - Monday - Friday; 8 am - 5 pm; within 24 hour response	
Emergency Towing Service - Monday - Friday; 5:01 pm to 7:59 am, All Day on Saturdays, Sundays, Holidays within 2 hour response time)	
Vehicle Delivery	$65.00 per/hr per/person
Pickup of Operable Vehicle Needing Repair	$65.00 per/hr per/person

PRICING SHEET GENERAL INFORMATION

1. Shop Location:	141 Maritime Dr, Sanford Florida 32771	
Shop Telephone and Fax Number:	407-328-5081	
2. Parts price list Used and date of Price Lis		
3. Minimum Order (if any)		
4. Handling Fee if less than minimum order:		
5. Response Time (from initial contact and delivery to repairs being conducted):	Unit will be looked at within 8 hours of being delivered at a pre-scheduled time.	
6. Does your firm offer pick up and delivery of vehicles and equipment?		**Yes**
7. Does your firm have towing capabilities:		**No**
8. Vendor contact for emergency and/or disaster service 24 hours / 7 days a week:	407-328-5081	
9. Exceptions to specifications (If yes, upload a separate sheet with exceptions detailed):		**Choose One**

The following information is required for a price redetermination to be considered.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0.00%
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

VEHICLE/EQUIPMENT BRANDS LIST

The County maintains a variety of vehicle and equipment brands that include the following. Please select "yes" or "No" for the brand(s) that your firm can support/service.

Brand/Description	Select "Yes" or "No" if supported by your firm:
Alamo	No
Amer	No
Balderson	No
Bil-Jax	No
Bluebird	No
Bobcat	No
Buick	No
Bush Hog	No
Bushwhacker	No
Case	No
Caterpillar	No
CH&E	No
Champion	No
Chevrolet	No
Chrysler	No
Clark	No
Combee	No
Cummins	No
Davids	No
Diamondback	No
Detroit Diesel Allison	No
Dixie Chopper	No
Dodge	No
East Rock	No
Echo	No
El Dorado	No
Etnyre	No
Evinrude	No
Excel	No
Exmark	No
Express	No
EZ Go Textron	No
Fermont	No
Ford (Auto-Light, Heavy)	No
Ford (Industrial Equipment)	No
Freightliner	No
Frontier	No
Galbreath	No
Gator	No

Gen Set	No
Generac	No
General Coach	No
General Motors	No
Gladiator	No
Gormann Rupp	No
Gradall	No
Great Dane	No
Hefty Herman	No
Heil Equipment	No
Hesco	No
Honda (Auto)	No
Honda (Equipment)	No
Hyster	No
Ingersoll Rand	No
Interstate	No
Isuzu	No
JCB	No
Jeep	No
John Deere (Small Equipment)	No
John Deere (Heavy Equipment)	No
Johnson Outboard	No
Kawasaki (Heavy Equipment)	No
Kohler	No
Komatsu	No
Kubota	No
Landpride	No
Lee Boy	No
Mack	No
Malettie	No
Massey Ferguson	No
Mercury Outboard	No
Miller Equipment	No
Minneapolis Moline	No
International (Auto-Medium, Heavy)	No
International (Equipment)	No
Neal	No
New Holland	No
Nissan	No
Onan	No
Pace	No
Packmore	No
Peerless	No
Peterbilt	No
Pierce Fire Trucks	Yes
Polarkraft (Boat, Trailer)	No
Ram-Lin	No
Rhino	No
Rollins	No

Rosco	No
Sakai	No
Sanbo	No
Sand Pro	No
Scag	No
Snapper	No
Star Tran (Bus)	No
Steco	No
Sterling	No
Stihl Equipment	No
Summitt	No
Superior (Bus)	No
Supreme (Bus)	No
ThermoKing	No
Toro	No
Toyota	No
Triple Crown	No
Turtle Top	No
Vermeer	No
Versa Lift	No
Waldon	No
Yazoo	No
Yale Industrial Equipment	No

TOWN OF JUPITER
Award of Selection of Community Development Block Grant (CDBG) Administrator

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	David England, Chief of Police
FROM	Satu Oksanen, Neighborhood Services Manager
SUBJECT	Resolution 123-24, Award of RFQ NO. NS 2024-001 - Selection of CDBG Administrator to Calvin, Giordano & Associates for the amount of $54,673

EXECUTIVE SUMMARY

Staff is seeking approval of the Grant Administration agreement with Calvin, Giordano & Associates, Inc. (CGA) for $54,673 for the administration and program delivery of the Town's Community Development Block Grant (CDBG) program for the 2024-25 program year. Staff is also seeking approval to renew the agreement for up to 20% of the Town's annual grant amount for additional 2 years (Program Years 2025-26 and 2026-27), once expired. CGA's contract amount is the industry standard 20% of the Town's annual allocation for 2024-25. CGA has been the Town's CDBG consultant since 2023.

CDBG Program allows up to 20% of the annual grant to be used for planning and administration. Approximately every two years, Neighborhood Services issues a RFQ to solicit responses from qualified candidates. This year, the Request for Qualifications (RFQ) was published in DemandStar and closed September 12, 2024. CGA was the only responder. CGA's bid was complete and responsive to the RFQ requirements, and the bid was discussed and approved at the monthly CDBG Taskforce meeting. Since 2023, Calvin, Giordano & Associates has been proven qualified, experienced, and well suited for the administration of the Town's program, so staff has no concerns moving forward with the consultant selection for the program year 2024-2025 and beyond.

The Town Attorney has reviewed the attached Agreement and finds it to be in acceptable form.

ANALYSIS

Staff requests approval of Resolution 123-24 selecting Calvin, Giordano and Associates, Inc. as the Town's Community Development Block Grant (CDBG) program Administrator and entering into an agreement for $54,673 for the program year 2024-25 with an option to renew for 2 additional years for up to 20% of the annual grant amount, if needed.

STRATEGIC PRIORITY

● Unique, Small Town Feel

ATTACHMENTS

1. Resolution 123-24
2. Agreement with CGA
3. CGA response to Town's RFQ No. NS 2024-001

FUNDING SOURCE

Approved in Budget	$54,673	Sources: CIP 2024-25
Additional Funding Requested	$	Sources:

For more information or copies of the attachments, please contact Satu Oksanen, Neighborhood Services Manager, at SatuO@Jupiter.fl.us or 561-741-2524.

RESOLUTION NO. 123-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AWARDING A CONTRACT TO CALVIN, GIORDANO & ASSOCIATES, INC. TO BE THE ADMINISTRATOR OF THE TOWN OF JUPITER'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the Town of Jupiter (Town) is a municipality with such powers and authority as are enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town advertised a Request for Qualifications (RFQ NS2024-001) Whereby it sought qualified respondents to be the Administrator of the Town's Community Development Block Grant (CDBG) program; and

WHEREAS, in response to RFQ NS2024-001, Calvin, Giordano & Associates, Inc. (CGA)submitted a proposal, which was evaluated by staff and deemed responsive to RFQ NS2024-001; and

WHEREAS, the Towns staff deemed Calvin, Giordano & Associates, Inc. is qualified and has submitted a responsive bid to the Town to be the administrator of the Town's CDBG program; and

WHEREAS, pursuant to the RFQ NS2024-001, the Town created a selection committee to evaluate the responses to RFQ NS 2024-001 and the Selection Committee recommended CGA; and

WHEREAS, the Town Council has accepted the recommendation of the Selection Committee to retain CGA as the Administrator of the Town's CDBG program.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The Whereas clauses are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute contract between the Town and Calvin, Giordano & Associates, Inc. for the provision of CDBG grant administration services. A copy of the said contract is attached hereto and incorporated by reference.

Section 3. 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 4. This Resolution shall take effect immediately upon its execution.

#5790612 v1 26503-00001

AGREEMENT FOR THE ADMINISTRATION OF THE TOWN OF JUPITER'S 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT

THIS AGREEMENT FOR ADMINISTRATION OF THE TOWN OF JUPITER'S 2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (the "Agreement") is made and entered into this 15th day of October, 2024, by and between the Town of Jupiter, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and Calvin, Giordano & Associates, Inc., a Florida corporation, whose business address is 580 Village Blvd. Suite 325, West Palm Beach, FL 33409 (hereinafter referred to as the "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the OWNER desires to obtain the professional services of the CONTRACTOR concerning services related to the administration of the Owner's Community Development Block Grant (CDBG) Program for purposes of housing and community development U(hereinafter referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal in response to the OWNER's RFQ and was selected as the most qualified provider of the services solicited by OWNER; and

WHEREAS, in its response to the OWNER's solicitation, the represented that it had expertise in the type of professional services that were solicited.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONTRACTOR'S RESPONSIBILITIES

1.1. The Scope of Services (referred to herein as "services") to be performed by CONTRACTOR are set forth in the table below. The CONTRACTOR shall perform the services based upon 20 hours per month. CONTRACTOR shall be on-site to perform its services a minimum of once per month. All other services may be performed remotely. Any additional services above the 20 hours per month that may be requested by the Town requires an amendment to this Agreement. If an amendment is approved by the Town Council, CONTRACTOR agrees to perform the additional services based upon the charges set forth in the attached Exhibit.

Scope of Services to be performed by the CONTRACTOR: 1. Prepare, and update as required, the OWNER's CDBG Consolidated Plan and Amendments. 2. Prepare the OWNERs CDBG Annual Action Plan and Amendments as required. 3. Implement an Environmental Review process as required by any eligible activities undertaken. 4. Prepare and implement a Citizens Participation Plan and conduct all required Public Hearings and prepare all related Public Notices, which CONTRACTOR warrants shall be in accordance with law as it pertains to notices for public hearings. 5. Prepare the CDBG Consolidated Annual Performance and Evaluation Report (CAPER).

6. Monitor and administer all program activities to ensure that all required expenditure and timeliness standards are met.
7. Manage and supervise day-to-day operation of the OWNER's CDBG funded activities (minimum of 1 days on site per month)
8. Establish and Implement HUD's Integrated Disbursement and Information System (IDIS) for the OWNER, including implementing all necessary financial, administrative and bookkeeping requirements; coordinate billing; purchasing; reimbursements and payment requests through the OWNER's finance department.
9. Review all necessary or appropriate agreements and contracts for compliance with CDBG program requirements.
10. Prepare appropriate documents such as applications, compliance checklists, certifications, etc.
11. Determine the eligibility of program participants.
12. Coordinate the activities of the lenders, contractors, not for profit organizations, and applicants, if applicable.
13. Monitor all CDBG sub-recipients.
14. Assist, if needed, in on-site and in-house housing inspections and have prepared project specifications and work orders in compliance with CDBG guidelines.
15. Monitor and enforce Labor Standards under the Davis Bacon Act.
16. Monitor and enforce all applicable civil rights and anti-discrimination laws, fair housing choice, Equal Employment Opportunity, and Anti-Displacement and Relocation Assistance pursuant to CDBG regulations.
17. Conduct other such research and evaluation of proposed activities as may be required by the OWNER from time to time.
18. Attend all necessary meetings and make presentations to OWNER's council at public meetings, if requested or required by law.
19. Attend OWNER's Workforce Housing Committee meetings if required.
20. Conduct all other similar actions as may be required by federal, state, and county housing programs.

22. The following individuals are assigned by the CONTRACTOR to perform the Services:

Project Manager	Vickki Placide-Pickard
Planner	James "Jim" Hickey, AICP
Grants Coordinator	Sandra Villard

1.2. The CONTRACTOR shall obtain and maintain throughout the period of this Agreement all licenses as are required to do business in the State of Florida, the Town of Jupiter, and in Palm Beach County, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only those personnel who have the requisite licenses or certificates to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONTRACTOR's project manager

(hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed by CONTRACTOR under this Agreement.

1.5. The CONTRACTOR warrants and represents to the OWNER that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the OWNER's review and approval, and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR hereunder. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.

1.6. CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings, where such information has been properly subpoenaed, any non-public information or exempt public records concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.7 CONTRACTOR agrees not to employ or offer to employ any elected member of the Town Council of the Town of Jupiter or its Town Manager, Assistant Town Manager or any Department Director (Town Official) of OWNER who for one year after the CONTRACTOR has been terminated as set forth herein, or has completed all services of this Agreement. In the event CONTRACTOR violates the provisions of this paragraph, CONTRACTOR shall be required to pay damages to OWNER in an amount equal to any and all compensation which is received by the former Town Official of OWNER from or on behalf of the contracting person or entity, or an amount equal to the former Town Official's last one year of gross compensation from OWNER, whichever is greater.

1.8 CONTRACTOR agrees not to provide services for compensation to any other party other than OWNER in conflict with or duplication of the subject matter of this Project, or the services as set forth herein without approval from the Town Council.

1.9. Except as otherwise provided herein, CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of CONTRACTOR'S contractual relationship with OWNER for the special gain or benefit of CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO
OWNER'S RESPONSIBILITIES

2.1. The OWNER shall designate in writing a project coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's decisions with respect to the OWNER’s administration of the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way this Agreement, including but not limited to:

(a) The scope of services to be provided and performed by the CONTRACTOR hereunder;

(b) The time the CONTRACTOR is obligated to commence and complete all such services; or

(c) The amount of compensation the OWNER is obligated or committed to pay the CONTRACTOR.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for the services provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for CONTRACTOR to enter the Project site to perform the services under this Agreement; and

(c) Provide notice to CONTRACTOR of any deficiencies or defects discovered by the OWNER with respect to the services to be rendered by CONTRACTOR hereunder.

2.3. CONTRACTOR acknowledges that access to the Project Site, to be arranged by OWNER for CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE
TERM

3.1. Services to be rendered by CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER. The initial term of this agreement is 365 days from the date of the Notice to Proceed and is, is contingent upon funding from HUD.

3.2 Upon the written approval of the CONTRACTOR and OWNER, the Agreement may be renewed for a term of two years upon the completion of the initial term.

3.3 Time is of the essence with respect to the performance of this Agreement.

3.4. Should CONTRACTOR be delayed in the prosecution or completion of its services as a result of Force Majeure, defined herein as unforeseeable causes beyond the control of CONTRACTOR, and not due to its own fault or neglect, including acts of God or of public enemy, acts of government or of the OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONTRACTOR shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONTRACTOR's services (other than due to a Force Majeure) from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages from OWNER. CONTRACTOR's sole remedy against OWNER will be the right to seek reasonable additional compensation and an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and reasonable manner, and in addition to any other rights or remedies available to the OWNER hereunder, the OWNER at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the OWNER's satisfaction that the CONTRACTOR's performance is back on schedule.

ARTICLE FOUR
COMPENSATION

4.1. The total compensation to be paid CONTRACTOR by the OWNER for the services for the initial term shall not exceed 20% of the OWNER's annual Community Development Block Grant allocation. **For Program Year 2024-2025, the total compensation shall not exceed $54,673 and shall further not exceed $4,556 per month.** The total compensation for any renewal term(s) shall not exceed 20% of the Owner's annual Community Development Block Grant allocation in 1/12 increments for each authorized monthly period of this Agreement. The compensation shall be paid in the manner set forth in **Exhibit B,** "Basis of Compensation", which is attached hereto and incorporated herein.

ARTICLE FIVE
MAINTENANCE OF RECORDS

5.1. CONTRACTOR shall maintain records and supporting documentation which confirm the services it has provided to the Owner hereunder. The records and documentation shall be retained by CONTRACTOR for a minimum of five (5) years from the date of termination of this Agreement, the time period required under the Public Records Act, or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE SIX
INDEMNIFICATION

6.1. CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent solely caused by the negligence or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6.2 CONTRACTOR shall have the right to control the defense and settlement of any claim for which indemnification is sought under this Agreement, provided that CONTRACTOR shall not enter into any settlement of such a claim that requires an admission of wrongdoing by an indemnified party without the party's consent. CONTRACTOR's obligation to provide indemnification is contingent upon timely notice of the claim for which indemnification is sought, such that the defense of the claim is not prejudiced, and the reasonable cooperation of the party seeking indemnification with the defense of the claim.

6.3 Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other for consequential, incidental or other indirect damages, even if advised of the possibility of such losses and regardless of whether the remaining remedies fail of their essential purpose.

ARTICLE SEVEN
INSURANCE

7.1. CONTRACTOR shall obtain and maintain insurance at all times during its performance of the services pursuant to the Agreement in the types and in the amounts set forth in **Exhibit B** to this Agreement.

ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by CONTRACTOR's own staff, as identified

hereinabove unless otherwise authorized in writing by the OWNER. The employment of, contract with, or use of the services of any other person or firm by CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the OWNER.

ARTICLE NINE
WAIVER OF CLAIMS

9.1. CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing at the time of the final payment. Neither the acceptance of CONTRACTOR's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONTRACTOR.

ARTICLE TEN
DEFAULT/TERMINATION

10.1. CONTRACTOR shall be in material default of this Agreement and as such shall be just cause for OWNER to terminate this Agreement for any of the following reasons: (a) failure to timely begin work under the Agreement upon the receipt of the Notice(s) to Proceed, or (b) failure to properly and timely perform the Services, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONTRACTOR, or (d) failure to obey the laws, ordinances, regulations or other codes of conduct, or (e) failure to substantially perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause as determined by OWNER. Upon a default, the OWNER may terminate this Agreement by giving the CONTRACTOR seven calendar days' written notice. Provided, however, that CONTRACTOR shall have thirty (30) days to remedy said default, and in such event this Agreement shall not be terminated, but shall continue through the Term.

10.2. OWNER shall have the right to terminate this Agreement without cause upon 30 days advance written notice to CONTRACTOR. In the event of such termination, CONTRACTOR's recovery against OWNER shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld by OWNER, but CONTRACTOR shall not be entitled to any other fees from the OWNER, including, but not limited to, anticipated fees or profits on work not required, or to be performed.

10.3 CONTRACTOR shall have the right to terminate the Agreement without cause upon 30 days advance written notice to the OWNER.

ARTICLE ELEVEN
CONFLICT OF INTEREST

11.1. CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONTRACTOR further represents that no persons having any such interest shall be employed by CONTRACTOR to perform the services herein.

ARTICLE TWELVE
AMENDMENT

12.1. No amendment to this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties.

ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR, or to the OWNER shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:

Town of Jupiter
c/o Jupiter Police Department Neighborhood Services
Attn: Satu Oksanen, Neighborhood Services Manager
196 Military Trail
Jupiter, FL 33458

Calvin, Giordano & Associates, Inc.
Attn: Vickki Placide-Pickard
1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN
MISCELLANEOUS

14.1. CONTRACTOR, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by CONTRACTOR without the prior written consent of OWNER.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatsoever on this Agreement.

14.7. CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the

United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as Exhibit "C".

ARTICLE FIFTEEN
APPLICABLE LAW/VENUE

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate a Florida state or federal court in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

OWNER:

TOWN OF JUPITER, FLORIDA,

By: _____
Laura Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(MUNICIPAL SEAL)

Approved as to form and legal sufficiency:

By: _____
Thomas J. Baird, Town Attorney

CONTRACTOR:
Calvin, Giordano & Associates, Inc.,

By: _____
Printed Name and Title

EXHIBIT A

BASIS OF COMPENSATION

B.1.1. As consideration for providing Services as set forth herein in Article I, Section 1.1 of the Agreement, OWNER agrees to pay, and CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as follows:

Administrative Services fee for the FY2024-25 $273,367 CDBG award is 20% of the total award		
Initial Term	**Annual Payment**	**Monthly Amount Due**
12-month billing in equal installments	$54,673	$4,556

Administrative Services fee for the CDBG award is 20% of the total award for 2025-26 and 2026-27		
Renewal Term	**Annual Payment**	**Monthly Amount Due**
12-month billing in equal installments	20% of the Town's annual Community Development Block Grant allocation	Not to exceed 1/12 per authorized monthly period

Other Services
Fees for services for other grants and loans obtained by the Town of Jupiter shall be based upon the complexity of the program, work-hour estimates, and non-duplication of services. All final fees are subject to negotiation of a fair fee by the Town of Jupiter and any spending caps set or approved by the representative funding agency.

Hourly Fee Rate	
Planning and Grant Administrator	$191
Grant Coordinator	$133
Senior Planner	$158

EXHIBIT B
GENERAL INSURANCE REQUIREMENTS

EXHIBIT C

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of the _____ ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the Town of Jupiter (TOWN). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the TOWN who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the TOWN.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the TOWN to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the TOWN, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the TOWN, the CONTRACTOR will indemnify, defend and hold the TOWN harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the TOWN by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this _____ day of _____, 2024.

By:

_____
Signature and Printed Name

_____
Printed Name and Title

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that before me personally appeared, by means of ☐ physical presence or ☐ online notarization,

_____
_____,
☐ as an individual who is/are [ ] personally known to me or [ ] has/have produced
_____ as identification.
or
☐ of _____ a Corporation organized under the Laws of the State of _____, to me known to be the person(s) who signed the foregoing instrument as such officer(s), and each of whom acknowledge the execution thereof to be their free act and deed as such individual(s) or officer(s) for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation, such execution having been authorized by the governing board thereof.

WITNESS my signature and official seal at said County and State last aforesaid this _____ day of _____, 20_____.

Notary Seal

_____
Notary Public









— TOWN OF —
JUPITER

210 Military Trail
Jupiter, FL 33458

SELECTION OF CDBG ADMINISTRATOR

RFQ No.
NS 2024-001

Prime Firm:
Calvin, Giordano & Associates, Inc.

Due Date and Time:
September 19, 2024 at 2:00 PM

Primary Contact
Vickki Placide-Pickard
Project Manager
vpickard@cgasolutions.com

Address:
580 Village Boulevard
Suite 325
West Palm Beach, FL 33409

Telephone No.
561-684-6161

COPY

Section 1



Town of Jupiter, FL

Cover Letter and Table of Contents

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

September 16, 2024

Town of Jupiter
ATTN: Satu Oksanen Neighborhood Services Manager
Neighborhood Services Department
210 Military Trail
Jupiter, FL 33458

RE: Request for Qualifications (RFQ) No. NS 2024-001 for Selection of CDBG Administrator

Dear Selection Committee,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit for your consideration the attached proposal for CDBG Administration for the Town of Jupiter (Town) to provide technical assistance, program implementation, program activity services, program delivery, and reporting for the Town's CDBG program.

CGA is a multi-disciplinary firm that specializes in providing a range of grant administration, professional planning, urban design, master planning, transportation, engineering, landscape architecture and environmental services to both public and private sector clients throughout Florida. CGA has the in-house resources to support the work needed under this contract. Vickki Placide-Pickard will serve as the Project Manager. Vickki has over 19 years of grant management experience working in local government administering programs like CDBG, CDBG-CV, CDBG-DRI, CDBG-DR, HOME, SHIP, NSP, HMGP grants.

Our teams experience working with local government from the inside distinguishes us from other firms and allows us to consistently provide creative and practical solutions for our clients. CGA is wholly owned subsidiary of SAFEbuilt, LLC. SAFEbuilt specializes in providing comprehensive community development services for local government. Our integration with this company provides a depth of resources that enhances CGA's reach. CGA will be servicing this contract from our West Palm Beach office located at 560 Village Boulevard, Suite 325, West Palm Beach, FL 33409.

Should CGA be selected to provide services under this contract, I, David Stambaugh, PE, DBIA, Vice President of Professional Services, will serve as the Principal-in-Charge, and I am authorized to make representations for the company. Below is our contact information for this project:

Principle-in-Charge	Project Manager
David Stambaugh, PE Vice President of Professional Services DStambaugh@cgasolutions.com 954-921-7781	Vickki Placide-Pickard Planning and Grants Administrator VPickard@cgasolutions.com 954.266.6495

We appreciate the opportunity to respond to this RFQ, and know that given the opportunity, the Town will benefit from our team's extensive experience in grant administration and program management. Client satisfaction remains our top priority and is the most important aspect of our continuing work with our clients.

The proposal meets the Town's requirements and will remain valid for 150 days from the due date.

Sincerely,

David Stambaugh, PE, DBIA
Vice President of Professional Services

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management & Writing
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

580 Village Boulevard
Suite 325
West Palm Beach, FL 33409
Tel: 561.684.6161
Fax: 561.684.6360

www.cgasolutions.com



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Section 2



Town of Jupiter, FL

Executive Summary

Section 2: Executive Summary

CGA is a multi-disciplinary firm that specializes in providing a range of grant administration, professional planning, urban design, master planning, transportation, engineering, landscape architecture and environmental services to both public and private sector clients throughout Florida.

CGA understands the importance of Community Development Block Grant (CDBG) funds in the town to support community and economic development activities for low- and moderate-income residents. Funds must be administered per the federal guidelines to ensure compliance and expending the funds to meet the grant expenditure deadlines.

CGA's Project Manager, Vickki Placide-Pickard has over 19 years of grant writing and administration experience working in local government securing, administering and managing federal, state and local government grants. She specializes in administration services including strategic planning, budgeting, financial analysis, interpreting federal and state regulations, compliance, development of standard policies and procedures and reporting. Some of the grant programs administered include CDBG, CDBG-CV, CDBG-DRI, CDBG-DR, HOME, SHIP, NSP, and HMGP.

CGA staff have extensive experience and success in administering and implementing CDBG program funds. We create and apply management systems that work and carefully monitor program effectiveness by closely tracking each activity and expenditures in IDIS and reports on the Town's expenditures work quality, quantity, and cost. Our approach begins with the identification of project priorities, and expenditure deadlines. We are prepared to complete all the services as requested below.

- Prepare, and update as required, the Town's CDBG Consolidated Plan and Amendments.
- Prepare the Town's CDBG Annual Action Plan and Amendments as required.
- Facilitate the Analysis of Impediments to Fair Housing (AI) Update.
- Implement an Environmental Review process as required by any eligible activities undertaken.
- Prepare and implement a Citizens Participation Plan and conduct all Public Hearings and prepare all related Public Notices.
- Prepare the CDBG Consolidated Annual Performance and Evaluation Report (CAPER).
- Monitor and administer all program activities and spending, including the Town's CDBG-CV, to ensure that all required expenditure and timeliness standards are met.
- Manage and supervise daily operation of the Town's CDBG funded activities (minimum of 1-2 days on site per month).
- Establish and Implement HUD's Integrated Disbursement and Information System (IDIS) for the Town, including implementing all necessary financial, administrative, and bookkeeping requirements. Coordinate billing; purchasing; reimbursements and payment requests through the Town's finance department.
- Review all necessary or appropriate agreements and contracts for compliance with CDBG program requirements.
- Prepare appropriate documents such as applications, compliance checklists, certifications, etc.
- Determine the eligibility of program participants.
- Coordinate the activities of the lenders, contractors, not for profit organizations, and applicants, if applicable.
- Monitor all CDBG sub-recipients.
- Assist, if needed, in on-site and in-house housing inspections and have prepared project specifications and work orders in compliance with CDBG guidelines.
- Monitor and enforce Labor Standards under the Davis Bacon Act, including certifying of payroll.
- Monitor and enforce all applicable civil rights and anti-discrimination laws, fair housing choice, equal Employment Opportunity, and Anti-Displacement and Relocation Assistance pursuant to CDBG regulations.
- Conduct other such research and evaluation of proposed activities as may be required by the Town from time to time.
- Attend all necessary meetings and make presentations to Town officials and residents, as required.
- Attend Town Workforce Housing Committee meetings as required by Town and the State of Florida.
- Conduct all other similar actions as may be required by federal, state, and county housing programs

Our approach to successfully administering grants is by listening, understanding the client's needs, objectives and overall outcome, and pairing this with the grant requirements. Our role is to gauge and identify the important elements within a grant and work with the local agency to craft, customize, and ultimately to compete with great success.

Section 3



Town of Jupiter, FL

Respondent Qualifications

Section 3: Respondent Qualifications

FIRM QUALIFICATIONS



CGA is a multi-disciplinary firm that specializes in providing a range of grant administration, professional planning, urban design, master planning, transportation, engineering, landscape architecture and environmental services to both public and private sector clients throughout Florida. CGA is a registered corporation in the state of Florida, and is licensed with the Department of Business and Professional Regulation, Construction Industry Licensing Board.

CGA understands grant funding is critical in delivering municipal projects. We pride ourselves on not just writing grants, but securing, administering and delivering on them. The changing volume and types of grants can be difficult to navigate, not to mention the grant writing process can be a daunting task, but it is imperative to write a compelling and competitive story that meets the goals of the grant.

CGA currently administers the CDBG program for the City of Homestead and the Town of Jupiter. We also work with the City of Miramar as a sub-consultant to Community Reinvestment Affiliates (Prime for the contract) as the CDBG administrator overseeing the CDBG component of the City's Community Development Programs contract.

Our Project Manager Vickki Placide-Pickard has over 19 years of grant management and administration experience specifically CDBG where she managed the program for two South Florida entitlement cities that received $280,000 to $950,000 per year while she worked in local government. She works closely with HUD Miami Field Office for over 19 years and has attended and participated in numerous HUD trainings and workshops. In addition to CDBG, Ms. Placide-Pickard has administered CDBG-CV. SHIP, HOME, and NSP programs to entitlement communities.


Town of Jupiter, FL

TEAM QUALIFICATIONS

Please find a short biography of our team members. We have also enclosed their fully detailed resumes for your consideration and review in the next few pages.

VICKKI PLACIDE-PICKARD
Planning Administrator

Years of Experience: over 19 years

Degree: Master of Public Administration, Florida Atlantic University, Boca Raton, FL 2009; Bachelor of Science, Health Administration, minor in Business Administration, Florida Atlantic University.

Licenses / Registrations / Affiliations: Certified Housing Development Professional- Certification No. 0812-013

Email Address: vpickard@cgasolutions.com

Telephone: Direct: 954-266-6495

Ms. Placide-Pickard has over 19 years experience in Community Development and Government Relations. She specializes in managing and implementing Federal, State and local grant programs. She has extensive in Affordable and Workforce Housing Development, Economic Development Strategies, Neighborhood Planning and Public Engagement

JAMES "JIM" HICKEY, AICP
Director of Planning

Years of Experience: over 28 years of experience

Degree: Masters in Urban and Regional Planning (MURP) Virginia Commonwealth University, Richmond, VA | B.S., Geography and History University of Massachusetts, Boston, Massachusetts

Licenses / Registrations / Affiliations: AICP No. 015985

Email Address: jhickey@cgasolutions.com

Telephone: Direct: 954-766-2786

Mr. Hickey leads our main planning office and has over 27 years of planning experience in municipal as well as county government. He has experience in comprehensive planning, site development reviews, architectural review, zoning code amendments, comprehensive plan amendments, form-based codes, data and analysis, Geographic Information Systems (GIS), and preparation, creation and implementation of CRA and DRIs regulations. Mr. Hickey acts as the Director of Development Services for the City of Weston and the Planning Director for the City of Lighthouse Point. Mr. Hickey works with a number of communities on large-scale projects to provide technical planning expertise on how to allow for development while balancing the needs of the existing community.

SANDRA VILLARD
Grants Coordinator

Years of Experience: over 10 years of experience

Degree: Masters of Business Administration (MBA) Florida International University, Miami, FL

Licenses / Registrations / Affiliations: Florida Licensed Realtor #SL-3468823 |Florida Notary Public Signing Agent Commission #GG277232 | Member of Miami Association of Realtors

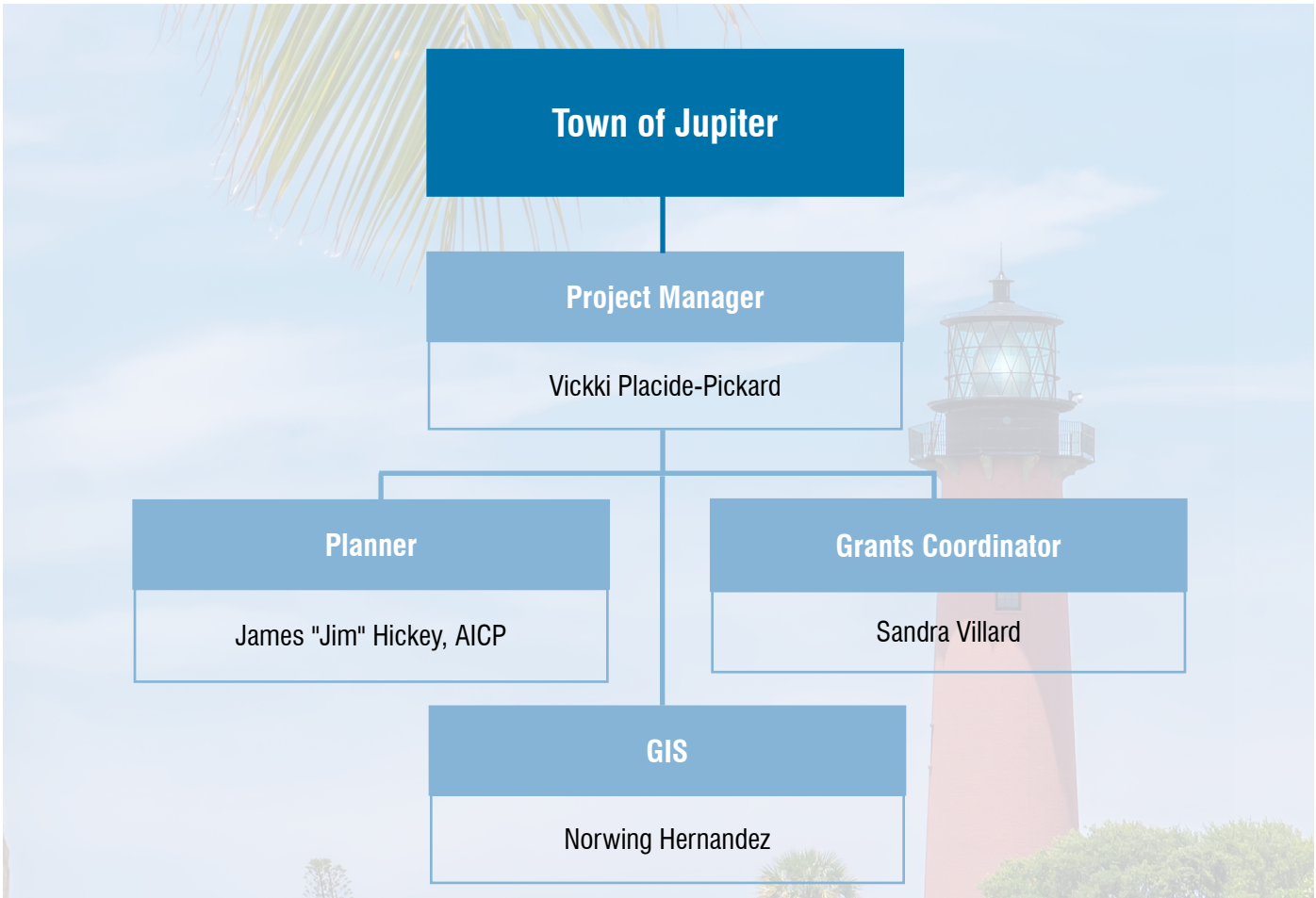
Email Address: svillard@cgasolutions.com

Telephone: Direct: 954-766-2709

Ms. Villard is providing grant administration, grant writing, and support to three municipalities in south Florida currently: Miramar, Homestead, and Jupiter. In these roles, Ms. Villard interprets federal regulations, ensures compliance and reporting, oversees plans and budgets, and works to develop policies and procedures for various CDBG activities. Prior to this, she spent several years working for Broward County Housing Authority, and four years with the WIC Health Department, giving her great insight and experiences in community development and grant management.

ORGANIZATIONAL CHART

The chart belows shows how our team serving the Town of Jupiter will be organized.



VICKKI PLACIDE-PICKARD

Grant Manager



Ms. Placide-Pickard has over 19 years of public sector experience in Community Development. She specializes in Affordable and Workforce Housing Development programs, Economic Development Strategies, Neighborhood Planning, Public Engagement and Grant Administration.

Ms. Placide-Pickard provides urban planning services and grant management services to local governments including: site plan review, land development code updates, comprehensive plan updates and amendments, rezoning, housing studies facilitating public outreach, strategic visioning, grant writing and grant administration.

YEARS WITH THE FIRM

3+

YEARS OF EXPERIENCE

19

EDUCATION

Master of Public Administration, Florida Atlantic University, Boca Raton, FL

BS, Health Administration, minor in Business Administration, Florida Atlantic University, Boca Raton, FL

CERTIFICATIONS AND LICENSES

Certified Housing Development Professional #0812-03

PROFESSIONAL ASSOCIATIONS

National Grant Management Association (NGMA)

American Planning Association (APA)- Florida Planning Association

Board Member for the Florida Atlantic University School of Public Administration since 2019

Member of the Florida Community Development Association Board since 2014

Member of National Forum for Black Public Administrators - South Florida Chapter

EXPERIENCE

Grant Management for the Cities of Homestead, Vero Beach, Oak Hill and Miramar (as a subconsultant), and Town of Jupiter
Manages various facets of Federal, State and local grant programs including strategic planning, budgeting, financial analysis, compliance and performance assessments
Homestead, Vero Beach, Oak HIll, Miramar, Jupiter, FL

Planning Consultant - City of Lauderhill
Provided ongoing planning assistance to the City including review zoning and land use applications, site plan review, preparation of reports and analysis for the City Planning and Zoning Division
Lauderhill, FL

Planning Consultant - Town of Davie
Amend the Town Code and development of Engineering Chapter
Davie, FL

Planning Administrator - Town of Margate
Currently working with the City on an update to substantial portions of the City's Code
Margate, FL

Planning Administrator - St. Lucie County
Completed the County's Emergency Management Local Mitigation Strategy which identifies the natural hazards that may affect the county and assesses risks and vulnerablities of the natural hazards
St. Lucie County, FL

Lighthouse Point Planning Administrator
Water Supply Update
Currently working with the City to update its Water Supply Plan pursuant to the state statutes in order to strengthen the links between regional water supply plans and comprhensive plans prepared by local governments
Lighthouse Point, FL

City of Deerfield Beach - Legislative and Community Affairs Director
Developed and implemented the City's intergovernmental relations efforts and oversaw the City's Grant Program, community outreach and Affordable Housing Programs
Deerfield Beach, FL

City of Coral Springs - Community Development and Housing Administrator
Developed and managed community development and affordable housing programs; co-authored the City's Affordable Housing Ordinance prepared the housing, intergovernmental and capital improvement elements of the Comprehensive Plan and Evaluation Appraisal Report
Coral Springs, FL

Community Redevelopment Associates of Florida - Special Projects Coordinator
Oversaw grant administration, compliance and fiscal management for the State Housing Initiative Partnership funds for various contractual Cities
Pembroke Park, FL

JAMES "JIM" P. HICKEY, AICP

Director of Planning



Mr. Hickey leads the Fort Lauderdale planning office and has over 26 years of planning experience in municipal as well as county government. He has experience in comprehensive planning, site development reviews, architectural review, zoning code amendments, comprehensive plan amendments, form-based codes, redevelopment, data and analysis, and Geographic Information Systems (GIS). Mr. Hickey works with a number of communities on large-scale projects to provide technical planning expertise on how to allow for development while balancing the needs of the existing community. He also works as the City/Town planner for a number of municipalities.

YEARS WITH THE FIRM

6

YEARS OF EXPERIENCE

28

EDUCATION

Master in Urban Planning (MURP)
Virgina Commonwealth University, Richmond, VA

BS, Geography and History, University of Massachusetts, Boston, MA

CERTIFICATIONS AND LICENSES

American Institute of Certified Planners #015985

PROFESSIONAL ASSOCIATIONS

American Planning Association

Broward American Planning Association

Member - School Board of Broward County Staff Working Group

ICS - National Incident Management Systems (NIMS) Certifications: ICS 100, 200, 300, 400, 700, 800

RELEVANT EXPERIENCE

Development Services Director - Weston
Provides ongoing planning assistance for the City of Weston including site plan review and preparation of reports and analysis for the City Commission. Serves as the City's appointee on the School Board of Broward County's Staff Working Group
Weston, FL

Planning Director - Lighthouse Point
Working with the City and a potential developer on the redevelopment of Lighthouse Point Yacht Club, which will include establishing a mixed-use development on the existing site. This project includes a comprehensive plan map amendment and text amendments, rezoning of the property, establishing a new zoning district, site plan review, and a developer's agreement
Lighthouse Point, FL

Project Manager - City of Pompano Beach
Works with the City on the review of large-scale Planned Development applications, providing technical review and analysis as well as review of the accompanying site plan applications. Also writes staff reports and presents these applications to the Planning and Zoning Board as well as the City Commission
Pompano Beach, FL

Planning Consultant - City of Wilton Manors
Recently completed the City's Urban Form and Density Report, which establishes where and how future redevelopment should occur. Current projects include drafting regulations needed to implement the Form and Density Report rezoning of a diverse mixed-use area and two land use plan amendments to establish density requirements, increase density, and expand the City's mixed-use land use districts
Wilton Manors, FL

City Planner - City of West Park
Completed an adoption of regulations to rezone the City's expanded Transit-Oriented Corridor (TOC), including public involvement, preparation of code language, and presentations to the Planning and Zoning Advisory Committee as well as the City Commission. This project included public engagement and dealt with many issues facing the City, including disinvestment, redevelopment opportunities as well as concerns with gentrification
West Park, FL

City Consultant - City of Margate
Currently working with the City on an update to substantial portions of the City's Code. The City has not completed a thorough review of the Code in over 30 years, and the proposed changes will provide a modern, unified land development code that is clear, concise, and easily understood by City residents
Margate, FL

AICP

THE AMERICAN INSTITUTE OF CERTIFIED PLANNERS

JAMES P HICKEY

Has qualified as a

Member

with all benefits of a Certified Planner and responsibility to the AICP Code of Ethics and Professional Conduct.

Membership Certificate Number 015985

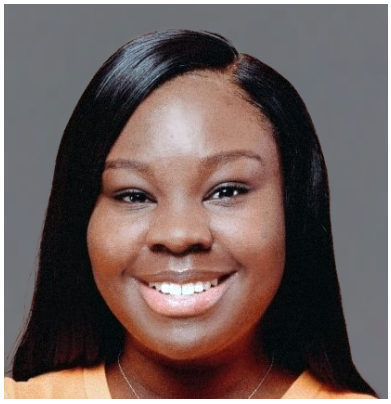
July 1, 2000

President

Executive Director

SANDRA VILLARD

Grant Coordinator



Ms. Villard has over 10 years of public sector experience in Community Development. She specializes in Affordable Housing programs, managing and administering Federal, state, and local funded grant programs.

YEARS WITH THE FIRM

2

YEARS OF EXPERIENCE

10

EDUCATION

Master of Business Administration, Florida International University

CERTIFICATIONS AND LICENSES

Florida Licensed Realtor #SL-3468823

Florida Notary Public Signing Agent Commission #GG277232

Certified Housing Choice Voucher/ Nan McKay

PROFESSIONAL ASSOCIATIONS

Member of Miami Association of Realtors

Young Professional Network (YPN) – Broward County Urban League

RELEVANT EXPERIENCE

CDBG Grant Administration
Currently working with the City to provide CDBG grant administration services, including interpreting the federal regulations, compliance, reporting, budgeting, developing policies and procedures for various CDBG activities
Miramar, FL

Grant Administration
Currently providing grant administration for CDBG and other grant programs for the City, which includes interpreting the federal regulations, compliance, reporting, plans, budgeting, developing policies and procedures for various CDBG activities
Homestead, FL

Grant Writing and Grant Administration
Provides grant writing and grant administration services to the City
Vero Beach, FL

CDBG Administration
Provides CDBG administration services to the Town
Jupiter, FL

Broward County Housing Authority
As an Intake Specialist, Ms. Villard maintained caseloads of 350 families to administer vouchers and certificate under the following special programs Family Unification, VASH, HOME, El Jardin-MOD REHAB, and regular Section 8 Voucher program for affordable housing. Completed and reviewed Housing Assistance Payment contract and other administrative documents to be executed. As well as interviewed and determine eligibility of participants in compliance with HUD Regulation for the Section 8 program. She Coordinated with staff, program participants and landlords to resolve issues and solve problems by explaining and applying established policies and practices. Along with ensuring that errors/ discrepancies were corrected related to various BCHA programs, and assured compliance with SEMAP indicators.
Broward County, FL

Broward County -WIC Health Department
Ms. Villard managed and administered WIC program benefits to eligible low- and moderate-income clients based on income guidelines. She complied, coded, categorized, audited, verified, processed information and data of pregnant, mothers, infants, and children. Along with organized and collecting medical data for final review by a healthcare professional for WIC medical eligibility.
Broward County, FL

NORWING HERNANDEZ

GIS Technician



Mr. Hernandez is a recent graduate of Florida International University and has two years' experience in Geographic Information System (GIS) technologies as an intern and technician. His experience ranges from various public works projects done for the City of Weston, which included asset location inspections, area calculation of city sidewalks, and digitizing assets (mast arms, street lights, sewer lines, etc.). He also previously tutored GIS students at FIU, assisting them with data extraction and mapmaking (symbology, choropleth, kernel density, etc.).

YEARS WITH THE FIRM

2

YEARS OF EXPERIENCE

2

EDUCATION

Bachelor of Geography, Florida International University

RELEVANT EXPERIENCE

Public Works and Utilities Department - GIS Intern:
Work involves creation and management of the City GIS data; Hybrid setting, work at own pace (data collection and field work); Log information and update datasets using City's GIS software (plotting, editing, adjusting light posts, roads, signs, etc.); And Inspect Weston's assets on ArcGIS to ensure their real-life counterparts still exist/are up to date.
City of Weston, FL

Area Calculation of City Sidewalks:
Tasked with measuring total area of Weston City sidewalks in order for the City to have a financial estimate for pressure cleaning costs.

Inspection of Pole Locations and Number Plates:
Inspected Weston street light poles in order to ensure accurate location and number IDs; wrote down observations regarding conditions of poles' number plates.

Asset Tag Replacement:
Tasked with manually replacing asset tags of Weston's roadsigns and updating them on Weston's database.

Area Calculations of Curbs and Medians:
Assisted GIS Analyst with calculating areas of Weston's street curbs and medians using ArcGIS Pro.

Digitizing Water and Sewer Lines:
Helped modify existing water and sewer lines in Weston's database by repositioning endpoints so that lines would connect.

Attaching PDF Documents to Assets:
Attached PDF documents (tax parcels, as-builts, etc.) to corresponding assets and edited attribute table information (pipe material, installation date, etc.)

Digitizing Mast Arms and Street Lights:
Tasked with driving to locations and digitizing Weston's intersection mast arms as well as repositioning traffic control and pedestrian signals on Arc Collector in order to accurately reflect real-world locations.

Updating and Matching of Weston' Database's Meters:
Inspected meters throughout Weston, ensuring their locations and numbers were accurately represented in the City's GIS database.

Updating Water Line Installation Dates:
Used as-builts and Weston documents to identify installation dates of the City water lines and input them into the asset's attribute table.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUSINESS ORGANIZATION HEREIN IS QUALIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CALVIN GIORDANO & ASSOCIATES INC

1800 ELLER DR SUITE 600
FORT LAUDERDALE FL 33316

LICENSE NUMBER: QB

EXPIRATION DATE: DOES NOT EXPIRE

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of State

I certify from the records of this office that CALVIN, GIORDANO & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on June 27, 1985.

The document number of this corporation is M17373.

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 5, 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 Fifth day of February, 2024

Secretary of State

Tracking Number: 7278348701CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Section 4



Town of Jupiter, FL

Company Background

Section 4: Company Background

COMPANY'S HISTORY AND QUALIFICATIONS

Calvin, Giordano & Associates, Inc. (CGA) is a well established multi-disciplinary firm with offices located in Fort Lauderdale, Miami-Dade, West Palm Beach, Port St. Lucie, Estero, and Clearwater. For ***85 years***, our firm has been providing consulting services to both public and private sector clients.

From the beginning, much of our reputation was built on repeat business with clients from the public and private sectors. Our success is reflected in the quality of work we consistently provide and also in the personal approach we take with each client. The winning combination is affirmed by our large number of repeat/long term municipal clients. Because of our diversity, CGA can control the entire process, offering a host of professional services as a one-source partner, or efficiently tackle time-sensitive individual projects, providing customized solutions with handpicked teams of highly experienced professionals. ***Custom Building Exceptional Solutions*** is the core of our business.

CGA strategically provides a broad range of services to meet our clients' needs. Our professional services include:

- Building Code Services
- Civil Engineering/Roadway and Highway Design
- Coastal Engineering
- Code Compliance
- Construction Engineering and Inspection (CEI)
- Construction Services
- Data Technologies and Development
- Electrical Engineering
- Civil Engineering
- Environmental Services
- Facilities Management
- Grant Management & Writing
- Geographic Information Systems (GIS)
- Governmental Services
- Landscape Architecture
- Planning
- Project Management
- Redevelopment and Urban Design
- Surveying and Mapping
- Transportation & Mobility
- Transportation Planning
- Water/Wastewater Utilities Engineering
- Website Development



Taking advantage of our diversified staff's experience and knowledge is what distinguishes CGA as a professional consultant and what allows our team to repeatedly complete projects on-time, under budget and exceeding expectations while doing so.



COMPANY'S GRANT EXPERIENCE IN FLORIDA

CGA also has extensive experience facilitating grants writing and administration services for our many clients. Our systematic approach to applying for grants has proven to be successful, returning a high rate of positive results. Internally, our grants are overseen by a dedicated Project Manager, who assesses the needs of each grant to strategize the best method for approach. The Project Manager then relies on directed technical expertise provided by an assigned professional in each of the disciplines, contributing to the overall submittal package.

Weston:	Urban & Community Forestry Grant	$35,000 Grant
	Street Tree Inventory & Mapping – Phase One	$70,000 Project Cost
	Broward Beautiful – FDOT Grant	$100,000 Grant
	I – 75 Interchanges – Landscaping Enhancements	$200,000 Project Cost
	Broward Beautiful – GreenSHADE Grant	$10,000 Grant
	Town Center Blvd. – Tree Planting	$15,000 Project Cost
	Broward Beautiful – GreenSHADE Grant	$9,500 Grant
	Weston Regional Park – Tree Planting	$14,000 Project Cost
	FDOT – LAP Funding	$446,500 Grant
	Lakeview Dr. & Saddle Club Rd. - Round-a-bout	$586,000 Project Cost
	FDOT – LAP Funding	$133,000 Grant
	Bonaventure Blvd. & Saddle Club Rd. - Round-a-bout	$400,000 Project Cost
	FDOT – LAP Funding	$100,000 Grant
	Royal Palm Blvd. & I-75 Exit Ramp	$500,000 Project Cost
	Florida Dept. of Environmental Protection	$100,000 Grant
	FEMA Grant	$3,293,924 Grant
	SFWMD Grant	$1,000,000 Grant
	Pump Sta. Replacement & Drainage Improv.	$4,400,000 Project Cost
Miami Gardens:	Florida Highway Beautification Council Grant	$300,000 Grant
	N.W. 27th Avenue Streetscape & Beautification	$600,000 Project Cost
	Miami Dade County – Grant Funding	$75,000 Grant
	N.W. 183rd Street – Phase Two Beautification	$500,000 Project Cost
	FDOT – LAP Funding	$100,000 Grant
	Rolling Oaks Park – Pedestrian Trail	$670,000 Project Cost

West Park:	Florida Dept. of Environmental Protection	$250,000 Grant
	SFWMD Grant	$250,000 Grant
	Drainage Improvements	$500,000 Project Cost
	Transportation Enhancement Grant	$285,000 Grant
	Bus Stop Improvements & S.W. 40th Ave. Greenway	$325,000 Project Cost
	Community Development Block Grants (3 Yrs.)	$120,000 Every Year
	City Entrance Signs / Park Improvements	$400,000 Project Costs
	Broward Beautiful – FDOT Grant	$32,000 Grant
	Hallandale Beach Blvd. – Median Landscaping	$65,000 Project Cost
	Broward Beautiful Community Grant	$20,000 Grant
	S.W. 48th Ave. – Median Landscaping	$50,000 Project Cost
Surfside:	Florida Dept. of Environmental Protection	$100,000 Grant
	Water & Sewer Improvements	$133,333 Project Cost
	Florida Dept. of Environmental Protection	$125,000 Grant
	Florida Dept. of Environmental Protection	$873,000 Grant
	Stormwater Improvements	$1,747,000 Project Cost
	Florida Inland Navigation District (FIND)	$988,000 Grant
	City Seawall Replacements	$1,128,000 Project Cost
Fort Lauderdale:	Broward Beautiful – FDOT Grant	$80,000 Grant
	S.R. A1A / S.E. 17th St. Causeway – Enhancements	$160,000 Project Cost
	Florida Highway Beautification Council Grant	$100,000 Grant
	S.R A1A – South of Oakland Park Blvd.	$260,000 Project Cost
Pembroke Pines:	Florida Highway Beautification Council Grant	$80,000 Grant
	Pines Blvd. – West of Florida Turnpike	$160,000 Project Cost
	Florida Highway Beautification Council Grant	$80,000 Grant
	Pines Blvd. – West of Florida Turnpike - Phase Two	$160,000 Project Cost
	FDOT – LAP Funding	$17,517,390 Grant
	Pines Blvd. & I-75 Interchange	$23,180.012 Project Cost

Oakland Park:	FEMA Hazard Mitigation - Grant	$7,957,838 Grant
	Drainage Improvements	$11,000,000 Project Cost
	Broward County Tree Canopy Trust	$40,750 Grant
	Tree Planting Phase I, City-Wide Streets	$93,800. Project Cost
Pompano Beach:	Florida Highway Beautification Council Grant	$100,000 Grant
	Sample Road – U.S. 1 to Military Trail	$260,000 Project Cost
Miramar:	Broward Beautiful – FDOT Grant	$100,000 Grant
	Red Road - Medians	$250,000 Project Cost
Marathon:	Florida Highway Beautification Council Grant	$100,000 Grant
	Overseas Highway – Bikeway & Landscaping	$250,000 Project Cost
Dania Beach:	Broward Beautiful – FDOT Grant	$100,000 Grant
	Dania Beach Blvd. – Medians	$150,000 Project Cost
	Florida Communities Trust	$430,440.50 Grant
	Broward County Parks For People Grant	$38,800. Grant
	Dania Cove Park	$537,000 Project Cost
Tamarac:		
	FL Highways Beautification Grant	$100,000 Grant
	Commercial Blvd. Medians	$391,602 Project Cost
	FDOT LAP	
	Bikeways Project Phases 5 & 6 - NW 76 St & NW 64 Ave	
Parkland:		
	FDOT – LAP	$395,763 Grant
	Holmberg Road	$1,800,000 Project Cost
Jupiter:		
	FDOT – LAP	
	A1A improvements and Bike Lanes	$3,238,800 Project Cost

Davie:

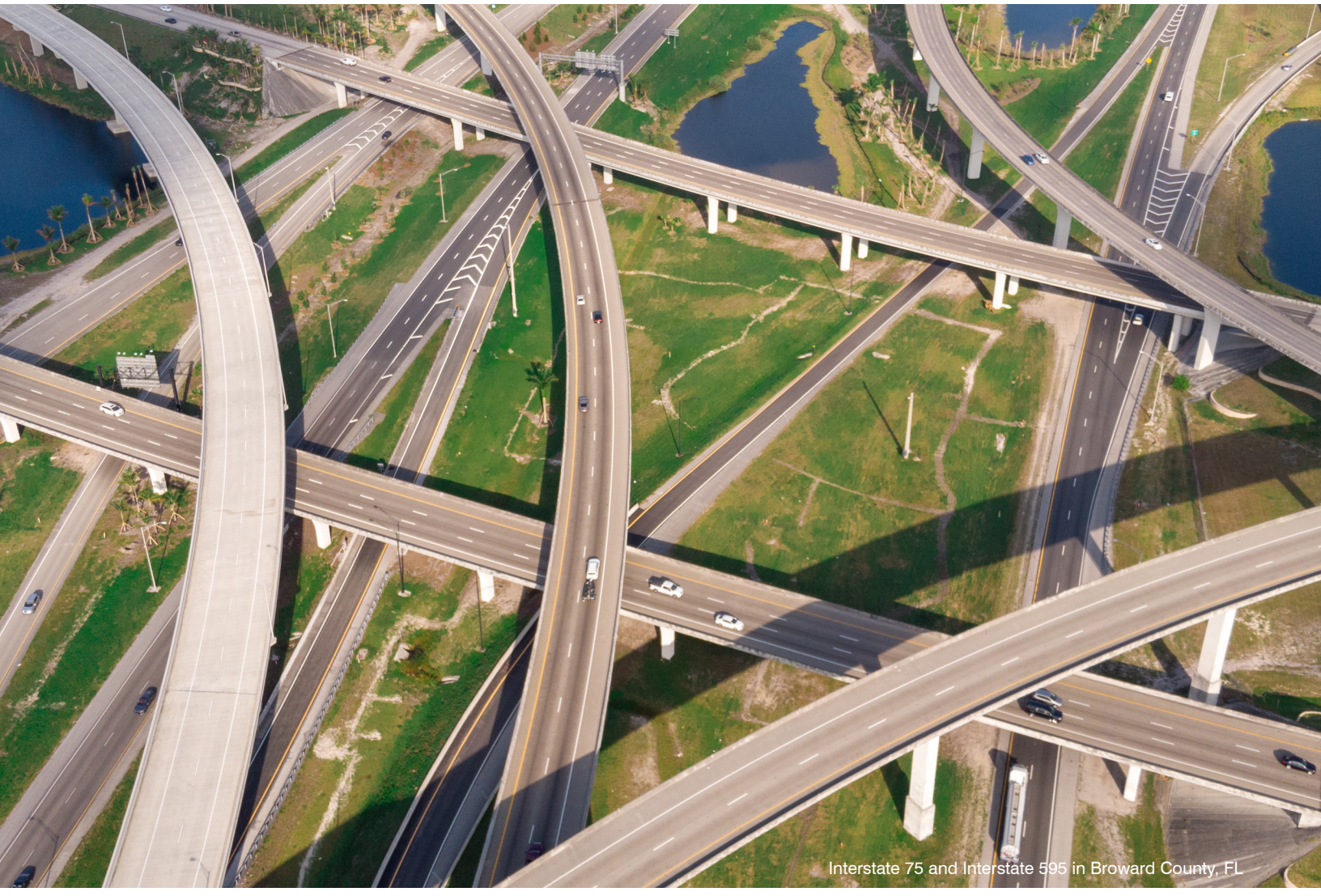
FDOT – LAP College Avenue	$2,300,000 Project Cost
FDOT – LAP Davie Road Phase I	$3,665,749 Project Cost

Vero Beach

FIND Grant Marina Rebuild Phase	$574,000 Grant $1,148,000 Project Cost

Oak Hill

ECHO Grant	$140,892 Grant
Park Improvement	$285,785 Project Cost



Interstate 75 and Interstate 595 in Broward County, FL

Section 5



Company Offices

Section 5: Company Offices

Calvin, Giordano & Associates, Inc. has extensive presence throughout South Florida, with offices located in the region. Figure 1 shows the locations and addresses of all our offices.

Calvin, Giordano & Associates, Inc.
580 Village Blvd. Suite 325
West Palm Beach, FL 33409

Calvin, Giordano & Associates, Inc.
2103 Coral Way, Suite 810
Miami, FL 33145

Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

Calvin, Giordano & Associates, Inc.
2400 SE Veterans Memorial Parkway,
Suite 207
Port St. Lucie, FL 34952

Calvin, Giordano & Associates, Inc.
9990 Coconut Road, Suite 340
Estero, Florida 34135

Calvin, Giordano & Associates, Inc.
13535 Feather Sound Dr #135
Clearwater, FL 33762

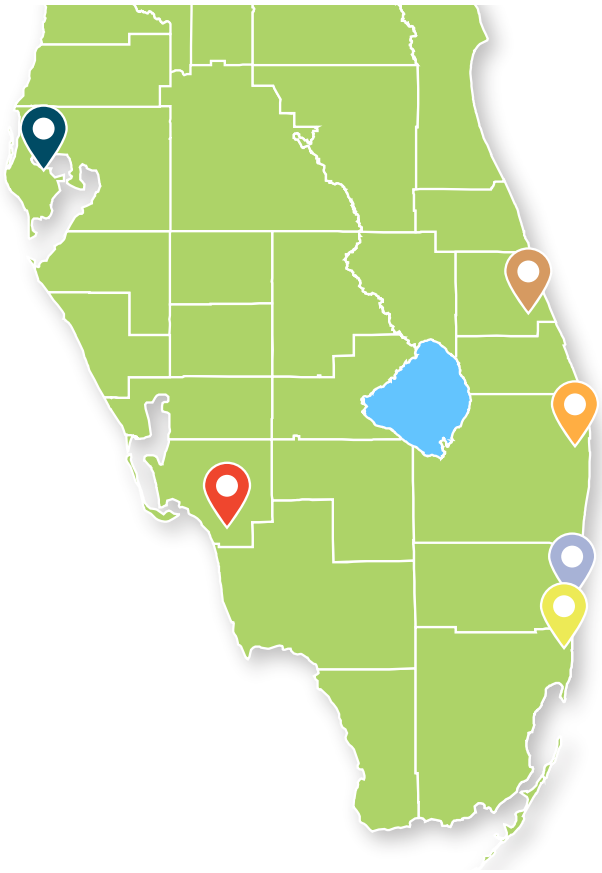


Figure 1. CGA's office locations throughout Florida

To provide the grant administration services the Town of Jupiter needs and deserves, CGA will provide services from our West Palm Beach office, located at 580 Village Boulevard, Suite 325, West Palm Beach, FL 33409.

As shown in Figure 2, CGA's West Palm Beach office is only a 24 minute drive to Jupiter's Town Hall. Our proximity to the location of service delivery accomplishes a number of critical goals to the success of the contract, and the Town, including:

- ✓ Knowledge of local needs
- ✓ Responsive and expedited services
- ✓ Efficient service delivery
- ✓ Close working relationships with contractors and companies

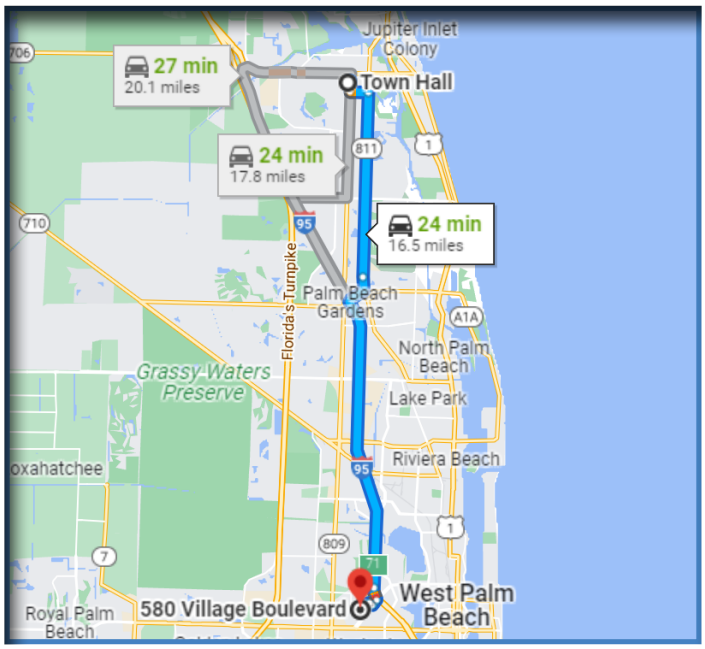


Figure 2. West Palm Beach CGA office to Jupiter Town Hall

Section 6



Fees

Section 6: Fees

FEES

CGA's fee will constitute 20% of the Town's annual CDBG allocation. For example, given the Town's allocation for Fiscal Year 2024/2025 is $273,367, the fee for CGA's services would be $54,673.4, 20% of the total allocation.

SERVICE DESCRIPTION

Outlined below are the task CGA will undertake for this project.

TASK 1: PROJECT KICKOFF

This task will begin with a kick-off meeting with the appropriate Town staff to discuss the Town's existing CDBG program activities, the current consolidated plan, the most recent approved annual action plan, and discuss future amendments or reallocation of funds. CGA will tailor the meeting structure to guarantee quality interaction between the consultant team and the staff, resulting in clear outcome and direction for this contact. To ensure the success of any project, it is important to establish clear lines of communication and management responsibilities for the project. At the onset, CGA will designate a project manager who will function as the primary point of contact and will be responsible for directing and coordinating the preparation of work products, final review of deliverables, and managing the project scope, schedule, and budget. CGA will attend the Town's monthly CDBG Taskforce meeting and schedule a monthly check-in meeting with Neighborhood Services staff.



CGA public outreach events and stakeholders meetings in various municipalities throughout South Florida

TASK 2: PLANNING AND ADMINISTRATION

CGA will complete and work with the Town to submit the following documents to HUD throughout the contract.

- Annual Action Plan (AAP)
- Consolidated Annual Performance Evaluation Report (CAPER)
- Section 3 Report
- Contract and Subcontract Activity Report
- Semi-Annual Labor Standards Report

Other Requirements

- Davis Bacon Act
- Environmental Review Record (ERR)

Task 2a: Annual Action Plan (AAP)

The AAP outlines the programs for a specific year. It lists the activities the Town will carry out for the program year and the budgeted amount. The AAP is due to HUD no later than August 15 each year. Below are the tasks and timeline to complete the AAP.

AAP Timeline	Jan	Mar	April	May	June	July	Aug
Public meeting for community input							
Meet with Town staff to discuss proposed projects							
Confirm eligibility of proposed projects							
Draft AAP							
Meet with Town staff to discuss draft							
Prepare public notice for Town Council meetings; submit to Town							
Public Comment Period							
Town Council Public Hearing							
Upload to IDIS							
Submit to HUD							

Task 2b: ERR Timeline

Once the Town Council approves the AAP, CGA will begin the Environmental Review Record (ERR) process. The purpose of this process is to review each activity and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all HUD-assisted activities to ensure the proposed activity does not negatively impact the surrounding environment and the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws. Below are the tasks and timeline to complete the ERR.

ERR Timeline	Jul	Aug	Sept	Oct
Complete and review forms				
Prepare FONSI/RROF public notice if necessary				
Publish Ad in newspaper for 15-day comment period for FONSI/RROF				
Public Comment Period				
Submit request for release of funds to HUD Miami Field Office				

Task 2c: IDIS

CGA will set-up new projects and activities in IDIS for the new program year when the activities are ready to begin. Each month CGA will assist staff in preparing draw request and creating vouchers for reimbursement in IDIS. Reports and accomplishments will be updated in IDIS when draw requests are completed and CGA if notified by the Town. Appropriate IDIS reports will be provided to the Town.

Task 2d: CAPER

The CAPER is due no later than 90 days after the close of the program year. The report captures information from the past year regarding funds spent, goals met and persons served. Below are the tasks and timeline for completing the CAPER.

CAPER Timeline	Sept	Oct	Nov	Dec
Update in IDIS accomplishment data				
Draft CAPER				
Prepare Public Notice Ad to be published				
Submit final ad to the Town for review				
Meet with Town staff to discuss draft				
Public Notice Announcement				
Public Comment Period				
Town Council Public Hearing				
Upload to IDIS and submit to HUD				

Task 2e: Other Reporting and Amendments

CGA team will complete amendments and any other reports including but not limited to Section 3 Report, Semi-Annual Labor Standards, Contract and Subcontract Activity Report necessary throughout the year.

Task 2f: Davis Bacon Requirements

CGA will work with the Town's procurement for all CDBG capital improvement projects over $2,000 to ensure the bid includes all the required documents as well the appropriate Davis Bacon prevailing wages and fringe benefits for each project. CGA will participate in the pre-bid and pre-construction meetings to ensure the contractors understand the requirements of Davis-Bacon *and CDBG funded projects. Once construction begins CGA will conduct interviews on site with project workers.*

Task 2g: Fair Housing

CGA will work with the Town to promote fair housing and carryout activities throughout the year

Examples of some Fair Housing Activities include:

- Quarterly PSA's in local paper or Town's social media platforms
- Add fair housing information to the Town's website,

- Facilitate fair housing workshops for residents and other members of the community,
- Participate in Palm Beach County Fair Housing event
- Promote Fair Housing and Equal Opportunity in all programs

Task 2h: Sub-recipients

CGA will review the Town's existing sub-recipient agreements and update each year. CGA will review sub-recipients monthly or quarterly reports to the Town. An annual site visit and monitoring will be completed to review the programs and files with the sub-recipients.

Task 2i: Technical Assistance

CGA team will provide technical assistance throughout the life of the contract whenever needed.

Task 2j: Meetings

CGA team will attend Town Council meetings and other meetings as needed during the contract.



CGA public outreach events and stakeholders meetings in various municipalities throughout South Florida

TASK 3: HOUSING REHABILITATION

The program will be advertised so residents are aware of the program start date. CGA teams will facilitate an information session for interested homeowners prior to the start of the program if needed. Completed applications with all the required documents will be accepted by appointment only. Once sufficient applications are received for the total budget amount for the program, CGA will take names on a waiting list through a registration process.

Incomes will be calculated using the IRS Form 1040 Adjusted Gross Income method. The program requires that the household income must be at or below 80% of AMI.

After an applicant is deemed income eligible through the income certification, the construction portion of the program will begin.

The Housing Inspector will meet with the homeowner and inspect the residence for repairs needed for the health, safety, or sanitary conditions of the home. The Housing Inspector will also review for violations of Housing Quality Standards (HQS), as well as Florida Building Code.

The Housing Inspector will prepare a Specification of Work Report that will be reviewed and approved by the homeowner and CGA team prior to it being released to the contractors. The housing inspector will schedule the mandatory pre-bid meeting with the pool of contractors.

The CGA team can be responsible for all the aspects of the posting and tallying the bids submitted for each project or this can be handled by the Town's procurement. In addition, they will review the submittals for required licensing and insurances.

The eligibility to be awarded a bid will be subject to various components such as the number of projects underway, bid response, Performance Scorecard Ratings, contractor capacity, new contractor status, etc.

Contractors will be given a deadline to submit their bids. All bids should be mailed or delivered to the address provided. The results of the bids will be itemized on a Bid Result Report. Award shall be based on the information submitted only, no changes, additions or deletions will be permitted after the bids are accepted.

CGA will use the Town's Home Repair project timeline or an alternative similar timeline.

Invoice and Payment

Contractors will submit invoices and required documents to CGA to review and approve. CGA will then submit to the Town for payment once all building inspections and approval from the housing inspector is completed and work is satisfactory completed.

Section 7



Client References

Section 7: Client References

In the pages that immediately follow, CGA has provided Project Examples for four projects that best represent the quality of our work and the capabilities of our staff. These Project Experiences provide an overview of the project, projects dates, project costs, the project location, and the appropriate contact person familiar with our work on the project.

These following projects serve as References, and we encourage the Town to reach out to the noted contacts on each project.

- ✓ City of Homestead, FL — CDBG Grant Administration
- ✓ City of Miramar, FL — CDBG Grant Administration
- ✓ Town of Jupiter, FL — CDBG Grant Administration
- ✓ Town of Mangonia Park — Bryn Mawr Sanitary Sewer Extension (CDBG)


Town of Jupiter, FL







Client
City of Homestead
100 Civic Court
Homestead, FL

Contact Information at Time of Project:
Carlos M. Perez
Finance Director
Tel: 305.224.4543
cperez@cityofhomestead.com

Project Date
May 2022 - Ongoing

Services Provided
Grant Management
Grant Compliance
Reporting
Technical Assistance

Firm's Fees
$ 117,850.00

CDBG Grant Amount
$ 917,424.00

CDBG GRANT ADMINISTRATION

Homestead, FL

Calvin, Giordano & Associates, Inc. (CGA) provides grant administration services to the City of Homestead for its Community Development Block Grant (CDBG) entitlement funds. The services include:

- Program oversight
- Assist City Staff with the financial procedures for receiving funds and disbursement of payments; Assist in financial reporting;
- Environmental review, records, and compliance,
- Citizen participation and national objective compliance,
- Compliance with federal regulations
- Davis-Bacon Labor Standards, Fair Housing and EEO compliance,
- Section 3 reporting, public service and public facility project monitoring and financial
- Prepare spreadsheets of budget and expenditures and monitor budget and expenses.
- Monitor and administer all program activities to ensure that all required expenditure and timeliness standards are met.
- Provide assistance in solicitations for needed services







Client
Community Reinvestment Associates/
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

Contact Information at Time of Project:
Katherine Randall
Chief Housing Administrator
Tel: 954.602.3246
krandall@miramarfl.gov

Project Date
Oct 2021 - Ongoing

Services Provided
Grant Management
Grant Compliance
Reporting
Technical Assistance

Firm's Fees
$ 60,000.00

CDBG Grant Award
$ 867,913.00

CDBG GRANT ADMINISTRATION

Miramar, FL

Calvin, Giordano & Associates, Inc. (CGA) provides grant administration services to the City of Miramar for its **Community Development Block Grant (CDBG)** entitlement funds. The services include:

- Program oversight;
- Assist City Staff with the financial procedures for receiving funds and disbursement of payments;
- Assist in financial reporting;
- Environmental review, records, and compliance;
- Citizen participation and national objective compliance;
- Compliance with federal regulations;
- Davis-Bacon Labor Standards
- Fair Housing and EEO compliance;
- Section 3 reporting, public service, and public facility project monitoring and financial; and
- Prepare spreadsheets of budget and expenditures and monitor budget and expenses.



Client
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Contact Information at Time of Project:
Satu Oksanen
Neighborhood Services Manager
Tel: 561.741.2524
satuo@jupiter.fl.us

Project Date
Oct 2022 - Ongoing

Services Provided
Grant Management
Grant Compliance
Reporting
Technical Assistance

Project Manager
Vickki Placide-Pickard

CDBG Grant Award
$ 278,617

Firm's Fees
$ 55,723

CDBG GRANT ADMINISTRATION

Jupiter, FL

Calvin, Giordano & Associates, Inc. (CGA) provides grant administration services to the Town of Jupiter for its Community Development Block Grant (CDBG) entitlement funds. The services incude:

- Program oversight
- Citizen participation and national objective compliance
- Compliance with federal regulations
- Environmental review, records, and compliance
- Davis-Bacon Labor Standards, Fair Housing, and EEO compliance
- Prepare and amend Consolidated Plan and Annual Action Plan, as required
- Assist Town staff with the financial procedures for recieving funds and disbursement of payments
- Assist in financial reporting
- Prepare spreadsheets of nudget and expenditures and monitor budget and expenses







Client
Town of Mangonia Park
1755 East Tiffany Drive
Mangonia Park, FL 33407

Contact Information at Time of Project:
Kenneth Metcalf
Town Manager
Tel: 561.848.1235
kimetcalf@tompfl.com

Project Date
Nov 2018 - Oct 2020

Services Provided
Surveying
Engineering
Construction Management
Grant Management

Firm's Fees
$ 44,918.00

Construction Cost
$ 390,048.00

BRYN MAWR NEIGHBORHOOD SANITARY SEWER EXTENSION

Mangonia Park, FL

Calvin, Giordano & Associates, Inc. (CGA) assisted the Town of Mangonia Park (TOWN) with the conversion of 18 residential properties in the Bryn Mawr neighborhood from onsite sewer treatment septic tank systems to a new sanitary sewer collection system. The project included performing a survey of the project area to document the existing conditions and location of the onsite treatment systems, preparation of the new sanitary sewer collection system design, obtaining approval from the Department of Health-Palm Beach County (PBC-DOH), bidding assistance to select the most responsive and responsible contractor, and providing construction management and inspection services. A key component of this project was to locate the existing onsite treatment systems to confirm the future connection to the sanitary sewer system would meet the proper pipe slope requirements. This required accessing the private properties with the Town Staff after receiving approval from the property owner. Multiple public meetings were held with the property owners to provide updates on the project and assurance the overall goals for the project are being met. The project was designed to demolish the septic tanks in-place while minimizing disruption to the private properties by placing the point of connection to the new sanitary sewer system at the right-of-way in a location to accommodate the shortest distance to the connection at the buildings. During the construction phase, CGA performed inspections to ensure the project was being built in substantial conformance with the design and prepared the permit closeout documentation required by the PBC-DOH.

The project was **US Department of HUD funded through the Community Development Block Grant (CDBG)** program that was administered by the **Palm Beach County Department of Housing & Economic Sustainability (PBCHES)**. This Agreement between the TOWN and PBCHES required compliance with all Federal requirements including **Section 3 of the Housing and Community Development Act of 1968, and the Davis-Bacon Act**. CGA assisted the TOWN with compliance of this Agreement by reviewing contractor's applications for payment and certified payroll, performing interviews with the contractor's employees, and managing the documentation through the online cloud based portal called Elation Systems that was required by PBCHES.

Section 8



Exceptions and Sample Contracts

Section 8: Exceptions and Sample Contracts

Calvin, Giordano, & Associates would like to present noted legal exceptions in the language of RFQ# NS 2024-001, as well as Sample Contracts. We suggest the following exception to the RFQ language, with a deletion noted as a strikethrough and additions noted in green.

The Respondent 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 third-party liability for any and all claims, suites, actions, damages, liabilities, expenditures, or causes of action of any kind to the extent arising from the services authorized in this Agreement and resulting or occurring from any alleged negligence, act omission or error of the Respondent, its agents or employees and/or arising from the failure of the Respondent, 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 Respondent 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.

A copy of our standard Sample Contract is provided in the pages the immediate following pages, as well as a recent contract executed with the City of Homestead that we envision serving as a model for our contract with the Town of Jupiter.



PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF JUPITER, FLORIDA
AND CALVIN, GIORDANO & ASSOCIATES, INC.

This Professional Services Agreement ("Agreement") is made and entered into by and between Town of Jupiter, Florida, ("Municipality") and Calvin, Giordano & Associates, Inc., a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

   Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

   Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

   Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

   In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

   Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

SAMPLE

5. NOT-TO-EXCEED COMPENSATION
   As compensation for performance of Services under this Agreement, Municipality will pay Consultant for work performed, in accordance with the rates set forth in Exhibit B, a sum not to exceed _____ annually.

6. TERM
   This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be for a two (2) program year period allowing for two (2) extensions of (1) program year each. Extension periods are subject to the mutual written consent of both Parties.

7. TERMINATION
   Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

8. FISCAL NON-APPROPRIATION CLAUSE
   Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS
   Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS
    Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR
    Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

    Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided

to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY

BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

15. INSURANCE
    A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
    B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars ($1,000,000) bodily injury each accident, one million dollars ($1,000,000) bodily injury by disease – policy limit, and one million dollars ($1,000,000) bodily injury by disease – each employee.
    C. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
    D. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.
    E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than $1,000,000 combined single limit each accident.
    F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
    G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

16. THIRD PARTY RELIANCE
    This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS
    Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding

the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY'S FEES
In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

28. AUTHORITY TO EXECUTE
The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. CONFLICT OF INTEREST
Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

30. SCRUTINIZED COMPANIES
Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

31. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS
This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Palm Beach County Code of Ethics and investigation and/or audit by the Palm Beach County Inspector General in accordance with Ordinance #2011-009. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

32. PUBLIC RECORDS
Pursuant to section 119.071, Florida Statures, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
C. Ensure that said 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 said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC**

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Clerk Office: **Address:**	**Phone:** **Email:**

33. GOVERNING LAW AND VENUE
The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

34. COUNTERPARTS
This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

35. ELECTRONIC REPRESENTATIONS AND RECORDS
Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

36. WAIVER
Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

37. ENTIRE AGREEMENT
This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

SAMPLE

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

_____ _____
Name & Title Date
Calvin, Giordano & Associates, Inc.

_____ _____
Signature Date
Town of Jupiter, Florida

_____
Name and Title
Town of Jupiter, Florida

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SAMPLE

EXHIBIT A – SCOPE OF WORK

SAMPLE

EXHIBIT B – FEE SCHEDULE FOR SERVICES

SAMPLE

EXHIBIT C – MUNICIPAL SPECIFIED OR CONSULTANT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.

2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.
   Municipality will provide the following information to Consultant.
   - ✓ Municipal technology point of contact information including name, title, email and phone number
   - ✓ List of technology services, devices and software that the Municipality will provide may include:
     - Client network access
     - Internet access
     - Proprietary or commercial software and access
     - Computer workstations/laptops
     - Mobile devices
     - Printers/printing services
     - Data access
     - List of reports and outputs

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SAMPLE

AGREEMENT FOR ADMINISTRATION AND PROJECT DELIVERY SERVICES 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT AND OTHER RELATED PROGRAMS

This Agreement (the "Agreement" or "Contract") is entered into on January 28, 2022, by and between the **CITY OF HOMESTEAD,** a municipal corporation of the State of Florida, (hereafter referred to as the "City,") and **CALVIN, GIORDANO & ASSOCIATES, INC.,** a Florida Corporation (hereafter referred to as the "Contractor" or "Consultant").

WHEREAS, City desires to retain Contractor to perform professional services for administration and project delivery services 2021-2022 Community Development Block Grant and other related programs ("Services"), as further set forth and described herein and in Exhibits "A," "A-1", "B", "C," which are attached hereto and fully incorporated herein for all purposes; and

WHEREAS, Contractor is engaged in the business of providing such services and is willing to provide the Services.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor hereby agree as follows:

SECTION ONE. SCOPE OF AGREEMENT

Contractor agrees to provide the Services to the City in accordance with the terms of this Agreement and in accordance with the attached Request for Proposals for

Professional Services for Administration and Project Delivery Services 2021-2022 Community Development Block Grant and other related programs RFP # 202201 and its addenda (collectively, the "RFP"), attached hereto and incorporated for all purposes herewith as Exhibit "A;" Scope of Services, attached hereto and incorporated for all purposes herewith as Exhibit "A-1;"Contractor's Proposal, attached hereto and incorporated for all purposes herewith as Exhibit "B;" Fee Proposal/Price Schedule, attached hereto and incorporated for all purposes as Exhibit "C; "Federal Provisions," attached hereto and incorporated for all purposes as Attachment "A;" and "Section 3 and Affirmative Action Plan," attached hereto and incorporated for all purposes as Attachment "B." In the event of any conflict between the terms and conditions of this Agreement and the RFP and Proposal, the terms and conditions of this Agreement shall control.

SECTION TWO. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on February 1, 2022, and shall remain in effect until September 30, 2022, with a renewal option for the second Fiscal Year 2022- 2023, if agreed to in writing by both parties, unless sooner terminated as provided in Section Three.

SECTION THREE. TERMINATION

3.1 Termination by Convenience by City: The City upon 30 days written notice to the Contractor may terminate this Agreement with or without cause. In the event of termination, the Contractor shall be paid for all services rendered to the date of termination. The City reserves the right to immediately terminate the Contract upon City Manager's determination to protect the public's health, safety and welfare.

3.2 Termination for Cause by City: The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City. The City can terminate immediately if deemed in the health, safety and welfare of the City. The City may then undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

3.3 Termination for Convenience or Cause by the Contractor: The Contractor upon at least 120 days written notice to the City may terminate this Agreement with or without cause.

SECTION FOUR. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. Notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt. The place for giving notice shall remain the same as set forth in this Agreement until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City: Jerry Estrada, M.P.A. City Manager
100 Civic Court
Homestead, Florida 33030

With a Copy to: David Wolpin, Esq., City Attorney
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

For Contractor: Calvin, Giordano & Associates, Inc.
Attn: Vickki Placide-Pickard
1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316

SECTION FIVE. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, agents, employees, directors, independent contractors, volunteers, successors and assigns and other authorized representatives from and against any and all liability, claims, demands, damages, losses, expenses, including reasonable attorney's fees, arising out of any errors, omissions, misconduct or negligent acts of the Contractor, or its officers, agents, servants, independent contractors or employees, including fines, fees, expenses, penalties, and attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the Contractor connected with the performance of any Services pursuant to this Agreement, whether by act or omission of the Contractor, its agents, servants, employees or others; and including those claims or liabilities arising from City's negligence, except to the extent said claim or liability is caused by the sole negligence or intentional wrongful act of the City or City's agents or employees.

These indemnification provisions are independent of and shall not in any way be limited by the insurance contracts required by this Agreement and does not in any way relieve Contractor from liability under this section. In the event that Section 725.08, F.S., is applicable, Contractor

shall indemnify and hold harmless the City to the fullest extent authorized by such statute.

5.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract.

5.3 Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

SECTION SIX. INSURANCE

6.1 Contractor shall at all times during the term of this Agreement keep and maintain in full force and effect the insurance coverage described in the RFP.

6.2 The City shall be named as an additional insured on all of the required insurance policies, as described in the RFP, to the extent permitted by law.

SECTION SEVEN. PAYMENT

In consideration of Contractor's satisfactory completion of the Services rendered hereunder, the City shall pay Contractor in accordance with Exhibit C, Fee Proposal/Price Schedule. All Services performed shall be invoiced to the City at the end of each calendar month

for Services provided during that month. The City is obligated to pay all proper invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

SECTION EIGHT. MISCELLANEOUS

8.1 Independent Contractor. During the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. Contractor is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of City, unless expressly authorized in writing by the City Manager or his designee. Contractor shall perform the Services at the request of the City Manager or his/her designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between City and Contractor. Unless expressly provided for otherwise in this Agreement, Contractor shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of City or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of City, nor any rights generally afforded City employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of City are not available to Contractor or to any employee or agent of the Contractor. Contractor shall be responsible for complying with Florida's Worker's Compensation laws. All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of the Contractor, under its sole direction and not an employee, contractor or agent of City. Contractor is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.

8.2 Assignment and Performance: Neither this Agreement nor any interest in it shall be assigned, transferred or encumbered by either party, unless previously set out in this Agreement, without the prior written consent of the other party. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns.

The Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education or a combination of the foregoing, to adequately and competently perform the duties, obligations and services set forth in this Agreement and to provide and perform such services to the City's satisfaction.

8.3 Waiver of Breach and Materiality: Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. The City and the Contractor agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term of this Agreement.

8.4 Compliance with Laws: Consultant agrees to comply with all laws, ordinances, rules and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of applicable jurisdiction.

8.5 Severability: The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or

administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

8.6 Applicable Law and Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida. The parties hereby knowingly and voluntarily waive the right to trial by jury in any litigation between the parties which in any way arises out of this Agreement or the Services.

8.7 Amendments: No modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both the City and the Contractor.

8.8 Prior Agreements: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or

written.

8.9 Public Records Law: Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

a. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to City.

b. Upon request from City custodian of public records, Contractor shall provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored

electronically by Contractor shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

e. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

f. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

Section 119.0701(2)(a), Florida Statutes

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records:	**ELIZABETH SEWELL, CITY CLERK**
Mailing address:	**100 CIVIC COURT, HOMESTEAD, FL 33030**
Telephone number:	**305-224-4442**
Email:	**ESEWELL@CITYOF HOMESTEAD.COM**

8.10 Access to Records and Audit: Contractor agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Agreement or that were generated during the course of the administration of this Agreement. Contractor shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes, as further described in Section

(8.9) above.

8.11 Contractor Warranties. Contractor represents and warrants that Contractor is free to enter into the terms of this Agreement and that Contractor has no obligation to any third party or otherwise that are inconsistent with any of the provisions of this Agreement. Contractor further represents and warrants that Contractor: (i) has not and will not disclose to others any confidential business information or trade secrets belonging to City or to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connection with the performance of Contractor's obligations to City hereunder; and (iii) has not and will not remove any books, papers, or records belonging to City or to any third party including, business plans, confidential customer information, or confidential or proprietary information about any City or third party's products or services. This Section shall survive termination of this Agreement.

8.12 Ownership of Work Product. In exchange for payment pursuant to this Agreement, Contractor hereby relinquishes its right to and agrees that the work product ("Work Product") produced by Contractor under this Agreement and all proprietary rights therein shall be and are the property of the City. Work Product includes, but is not limited to, papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, computer and software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, discoveries, compounds, reports, memoranda, drawings, devices, models, or other materials of any nature, or information relating to any of the foregoing, whether finished or unfinished, which are or were generated in connection with the work scope and Services described in this

Agreement. At the City's sole discretion, Contractor will assign and does hereby assign to the City all patents, copyrights, trademarks and trade secrets conceived or first reduced to practice pursuant to this Agreement. Notwithstanding the foregoing, the City makes no claim of ownership to pre-existing technology owned by Contractor prior to the Effective Date of this Agreement (the "Prior Works"). To the extent that Contractor incorporates any Prior Work into any Work Product, Contractor hereby grants to the City a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work Product. Contractor hereby agrees to assist the City, or its designee or assign, at Contractor's expense, to secure the City's rights in Work Product and any copyrights, patents, or other intellectual property rights relating to all Work Product in any and all countries, including the disclosure to the City of all pertinent information and data with respect to all Work Product, the execution of all applications, specifications, oaths, assignments and all other instruments that the City may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the City, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Work Product, and any copyrights, patents, or other intellectual property rights relating to all Work Product. Contractor also agrees that Contractor's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

8.13 Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

8.14 Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which

(a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

8.15 Force Majeure. Non-performance of Contractor or City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

8.16 Entire Agreement. This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto. In the event of a conflict between the provisions of the text of this Agreement and any exhibits hereto, the provisions of this Agreement shall control.

8.17 No Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8.18 Scrutinized Companies.

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are 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 Contractor certifies that it and its subcontractors are 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 City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are 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. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8.19 E-verify. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor, Contract*or* may not be awarded a public contract for a period of 1 year after the date of termination.

8.20 Federal Statutory Requirements. When applicable Contractor and the City shall comply with the provisions contained in Attachment "A" and incorporated herein.

8.21 Additional Attachments. This Agreement is subject to the provisions of the following Attachments, which are attached to and made a part of this Agreement: Attachment "A", "Federal Provisions," consisting of three pages and Attachment B, "Section 3 and Affirmative Action Plan," consisting of one page.

(THIS SPACE LEFT INTENTIONALLY BLANK)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF HOMESTEAD,

By: _____
Jerry Estrada, M.P.A.
City Manager

Attest:

_____
Elizabeth Sewell
City Clerk

Approved as to form and legal sufficiency for the use and reliance of the City of Homestead only

By: _____
City Attorney

CONTRACTOR:

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation

By: _____
Name (Printed): Chris Giordano
Title: President

Exhibit "A-1"

SCOPE OF SERVICES:

The City of Homestead requests proposals to provide administration and project delivery services for the Community Development Block Grant (CDBG) program. Additional services may be included on an ongoing basis to be covered by other funding sources at the discretion of the City. If awarded and contract is renewed for FY2022-2023, services will include the preparation of the FY 2023-2024 Annual Action Plan during the second year of the contract.

The project(s) for which services are requested, and for which CDBG and other public program funds shall be utilized, may be generally described as follows: Implementation of administrative services and project delivery activities that provide community and economic development within the City and primarily benefit low-to-moderate income citizens of the City and address slum and blight, and/or address an urgent need. Specific projects may include, but not be limited to: public facilities, commercial rehabilitation, acquisition, housing rehabilitation, water lines, sanitary sewer, storm water facilities, park improvements, disaster recovery, public service activities, administration of Section 108 Loan project and capital facility improvements needed for community and economic development.

The Consultant shall administer the City's CDBG in accordance with HUD's CDBG agreement (forthcoming), the City's Consolidated Plan and Annual Action Plan along with other applicable documents and requirements related to the administration of the grant. All professional services must be to current professional standards and adequate qualified staff shall be maintained for the duration of the CDBG award.

Grant Administration services shall include all responsibilities normally associated with CDBG projects, specific tasks involved with this project include, but are not limited to:

- Program oversight
- Assist City staff with the financial procedures for receiving funds and disbursement of payments; Assist in financial reporting
- Environmental review, records, and compliance;
- Citizen participation and national objective compliance;
- Assess and ensure the local government's compliance with federal regulations concerning procurement, employment, personnel and property management, records retention, fair housing, ethics, etc.;
- Davis-Bacon Labor Standards, Fair Housing and EEO compliance,
- Section 3 reporting, public service and public facility project monitoring and financial tracking.
- Familiarity with all CDBG statutory and regulatory requirements, including any waivers and alternative requirements that HUD may issue in the Federal Register.
- Assist the City in the actions approved by HUD for the CDBG within the specified budget
- Perform a compliance review and request release of project funds.
- Prepare spreadsheets of budget and expenditures and monitor budget and expenses.

• Monitor and administer all program activities to ensure that all required expenditure and timeliness standards are met.

• Provide assistance in solicitations for needed services.

• Retain CDBG related files/records for the length of time required by HUD and the US Department of Housing and Urban Development and provide access to those files as needed.

• Produce and submit required program reports, including any quarterly, final, Section 3 and Women and Minority Business-Owned Enterprises (W/MBE) reports, and other reports as may be requested.

• Represent the local government during agency monitoring visits and inquiries.

• Provide responses to audits and monitoring reports for review and approval by City.

• Develop corrective action plans to address noted deficiencies (from audit or monitoring reports).

• Recommend policy and/or grant amendments. Take necessary actions in response to the local government's decision, such as advertising and conducting public hearings, updating the project environmental review file, and attended meetings.

• Perform program close-out activities, including submission of reports and provision of follow-up information.

• Other administrative tasks related to the CDBG for the successful administration and closeout of the grant.

• Ensure compliance with all applicable CDBG requirements.

• Attend meetings as needed and requested by the City.
• Consolidated Plan (Five Year Strategic Plan which includes the Action Plan)

• Prepare the Consolidated Annual Performance Evaluation Report (CAPER)

The successful proposer should also be familiar with the U.S. Housing and Urban Development Integrated Disbursement and Information System (IDIS), Affirmative Furthering Fair Housing Data and Mapping Tool (AFFH-T) and Section 108 Loan administration procedures. The successful proposer will also be responsible for the coordination of workshops in order to provide technical assistance to non-profit organizations.
Project Delivery services shall include, but not be limited to:

• Conducting environmental review(s),

• Preparing and reviewing recipient applications,

• Work write-ups, contractor verification,

• Developing solicitation packages; including review of grant agreement/solicitation document/contract to confirm solicitation/agreement are in compliance with federal grant requirements, and overseeing the bidding process, and provide wage rates and other federally requirement provisions prior to drafting stages of solicitation,

• Conducting recipient meetings to provide information on program requirements, progress inspections, Davis-Bacon compliance, Fair Housing compliance which will include the preparation and distribution of a fair housing survey,

• Tracking and implementing project activities in compliance with program guidelines, and providing reports and technical assistance.

The successful proposer, throughout the term of the contract, is required to be present at the City as needed and is also required to attend Committee of the Whole (COW), Council and Special Call meetings to present/answer scope-related items/questions presented for Council action. All these activities involved are inclusive to the Attachment "A" Fee Proposal/Price Schedule.

Procurement and contracting of all services shall conform to CDBG guidelines and applicable state and federal regulations including 2 CFR 200 and 24 CFR, Part 85. The selection process shall be open to the public and records maintained in accordance with federal CDBG requirements.
It's recommended that the selected firm have a Construction Manager on staff or explain how firm will handle services in connection with the City's Housing Rehabilitation Program that will include, but not be limited to:

- Evaluation of Scope of Work
- Prepare Work Write-up
- Walk Thru with Contractors
- Monitoring Contractor Performance to ensure compliance with City Code
- Final Inspection of Completed Work

Additional services included and not limited to:

- NSP Program
- CDBG CV (DEO)

Section 9



Required Forms

TOWN OF JUPITER

RFQ No. NS 2024-001
SELECTION OF CDBG ADMINISTRATOR

Attachment A - Proposal Response Forms

RESPONDENT INFORMATION	
PROJECT ORGANIZATION (RESPONDENT)	
Name of Organization:	Calvin, Giordano & Associates, Inc.
Principal Contact Person:	David Stambaugh
Address 1:	1800 Eller Drive, Suite 600, Ft Lauderdale, FL 33316
Address 2:	580 Village Blvd, Ste 325, West Palm Beach, FL 33409
Address 3:	12424 Research Pkwy, Suite 210, Orlando, FL 32826
Telephone:	954.921.7781
FAX:	954.921.8807
E-mail:	marketing@cgasolutions.com
Name of Individual Project Manager:	Vickki Placide-Pickard
Telephone:	954.266.6495
E-mail:	vpickard@cgasolutions.com
Location of Project Office:	580 Village Blvd, Ste 325, West Palm Beach, FL 33409

TOWN OF JUPITER

RFQ No. NS 2022-001
SELECTION OF CDBG ADMINISTRATOR

RESPONDENT REFERENCES

Please submit a minimum of three (3) references in detail; give client references who have been clients (of the Respondent) for at least one year (preferably municipal governments or other governmental agencies in Florida where your company has provided same and similar services). The Town may contact some of the Respondent's current and former clients, both supplied by the Respondent and independently derived, to request that they validate the qualifications of the Respondent and the accuracy of the claims made by the Respondent in its Proposal, and that they assess the Proposal'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 Proposal'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:	City of Homestead
CUSTOMER LOCATION:	100 Civic Court, Homestead, FL 33030
CUSTOMER CONTACT PERSON :	Carlos Perez, Finance Director
CUSTOMER PHONE NUMBER:	305.224.4543
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	cperez@cityofhomestead.com
2. CUSTOMER NAME:	City of Miramar
CUSTOMER LOCATION:	2300 Civic Center Place, Miramar, FL 33025
CUSTOMER CONTACT PERSON :	Katherine Randall, Chief Housing Administrator
CUSTOMER PHONE NUMBER:	954.602.3246
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	krandall@miramarfl.gov
3. CUSTOMER NAME:	Town of Jupiter
CUSTOMER LOCATION:	210 Military Trail, Jupiter, FL 33458
CUSTOMER CONTACT PERSON :	Saku Oksanen, Neighborhood Services Manager
CUSTOMER PHONE NUMBER:	561.741.2524
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	satuo@jupiter.fl.us

TOWN OF JUPITER

RFQ No. NS 2024-001
SELECTION OF CDBG ADMINISTRATOR

NONCOLLUSIVE AFFIDAVIT FORM

STATE OF Florida

COUNTY OF Palm Beach

David Stambaugh, 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 Respondent 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 Respondent, firm or person to submit a collusive or sham Proposal in connection with the Contact 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 Respondent, firm, or person to fix the price in the attached Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Respondent; 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 Respondent or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: 09 / 16 / 2024

By _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared David Stambaugh, an authorized representative of CGA, Inc. , 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 16th day of September ,2024.

_____ Jessica V. Koehler

Notary Public - State of Florida at Large
(Printed, typed or stamped commissioned name of notary public)

JESSICA V. KOEHLER
Commission # HH 442188
Expires September 11, 2027

TOWN OF JUPITER

RFQ No. NS 2024-001
SELECTION OF CDBG ADMINISTRATOR

RESPONDENT'S CERTIFICATION FORM

The below signed Respondent certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFQ and any other documents accompanying or made a part of this RFQ. I hereby propose to furnish the services specified in the RFQ. Furthermore, I agree to abide by all conditions of this RFQ. 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 Respondent, as its act and deed and that the Respondent 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 Respondent 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.

dstambaugh@cgasolutions.com
E-MAIL ADDRESS

Calvin, Giordano & Associates, Inc.
NAME OF BUSINESS

BY: _____
SIGNATURE

Sworn to and subscribed before me
this 16th day of Sept, 2024

David Stambaugh, VP of Professional Services
PRINTED NAME AND TITLE

_____
SIGNATURE OF NOTARY

JESSICA V. KOEHLER
Commission # HH 442188
Expires September 11, 2027

1800 Eller Drive, Suite 600
MAILING ADDRESS

September 11, 2027
MY COMMISSION EXPIRES:

Fort Lauderdale, FL 33316
CITY, STATE, ZIP CODE

PERSONALLY KNOWN

954.921.7781
TELEPHONE NUMBER

OR PRODUCED

TOWN OF JUPITER

RFQ No. NS 2024-001
SELECTION OF CDBG ADMINISTRATOR

RESPONDENT'S QUALIFICATION STATEMENT FORM

The undersigned Respondent certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Jupiter

ADDRESS: 196 Military Trail
Jupiter, FL

CIRCLE ONE

SUBMITTED BY Calvin, Giordano & Associates, Inc.

(Corporation)
Partnership
Individual
Other

NAME David Stambaugh

ADDRESS: 1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
TELEPHONE NO. 954.921.7781

FAX NO. 954.921.8807

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 Respondent is: Calvin, Giordano & Associates, Inc.
   The address of the principal place of business is: 1800 Eller Drive, Suite 600
   Fort Lauderdale, FL 33316

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: June 27, 1985
   b. State of Incorporation: Florida
   c. President's name: Chris Giordano
   d. Vice President's name: Jenna Martinetti
   e. Secretary's name: Dawn Hopkins
   f. Treasurer's name: Chris Giordano
   g. Name and address of Resident Agent: CT Corporation System
      1200 S Pine Island Rd, Plantation, FL 33324

3. If Respondent is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners:

      _____

      _____

c. State whether general or limited partnership: _____

4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

5. If Respondent 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?
25 years

a. Under what other former names has your organization operated?
See attached

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.

See attached

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

9. State the names, telephone numbers and last known addresses of three (3) representatives of Florida Municipal agencies with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

Carlos Perez, City of Homestead | 100 NE Civic Center, Homestead, FL 33033 | 305.224.4543
(name) (address) (phone number)

Katherine Randall, City of Miramar | 2300 Civic Center Place, Miramar, FL 33025 | 954.602.3246
(name) (address) (phone number)

Saku Oksanen, City of Jupiter | 210 Military Trail, Jupiter, FL 33458 | 561.741.2524
(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See attached

11. State the name of the individual who will have personal supervision of the work:

Vickki Placide-Pickard

12. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years.

None

THE RESPONDENT 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 RESPONDENT TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSAL'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

David Stambaugh
Printed Name

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 16th day of Sept, 2024 by David Stambaugh of CGA, Inc., who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

JESSICA V. KOEHLER
Commission # HH 442188
Expires September 11, 2027

Jessica V. Koehler
(Name of Notary Public: Print, Stamp, or type as Commissioned)

6. Former Entity Names

1. M.E. Berry & Associates, 1937
2. Berry & Calvin, Inc., 1985
3. Calvin, Giordano & Associates, Inc., 1997 to Current

7. Registration and License Numbers

Vickki Placide-Pickard
- Certified Housing Development Professional #0812-03

Sandra Villard
- Florida Licensed Realtor #SL-3468823
- Florida Notary Public Signing Agent Commission #GG277232

Jim Hickey
- American Institute of Certified Planners #015985 (provided on page 13)

Business licenses and certificates are provided on page 15 and 16.

10.Key Personnel Pertinent Experience

Vickki Placide-Pickard
- *Grant Management for the Cities of Homestead, Vero Beach, Oak Hill and Miramar (as a subconsultant)*
- *Planning Consultant - City of Lauderhill, FL*
- *Planning Administrator - City of Margate. FL*
- *Planning Administrator - St. Lucie County, fl*

Sandra Villard
- *Grant Administration for the Cities of Homestead, Vero Beach, Oak Hill and Miramar (as a subconsultant)*

Jim Hickey
- *Development Services Director - Weston, FL*
- *Planning Director - Lighthouse Point, FL*
- *Project Manager - City of Pompano Beach*

TOWN OF JUPITER

RFQ No. NS 2024-001
SELECTION OF CDBG ADMINISTRATOR

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 David Stambaugh, VP of Professional Services
(Print individual's name and title)

for Calvin, Giordano & Associates, Inc.
(Print name of entity submitting sworn statement)

Whose business address is 1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0013869
(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 contendre.

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 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)

X 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 officer's 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 of more of its officer's 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. 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)

TOWN OF JUPITER

RFQ No. NS 2024-001
SELECTION OF CDBG ADMINISTRATOR

RESPONDENT'S ACKNOWLEDGMENT

I hereby certify, that this Respondent'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 Quotations, and certify that I am authorized to sign the Proposal for the Respondent. By my signature on this Form, the Respondent acknowledges and accepts without limitation, the terms and conditions as set forth on Pages 1 through 32, inclusive, of the Request for Proposal, as well as any applicable supplemental RFQ documents, such as any Special Conditions, Instructions, Specifications, and all required Forms.

CORRECT LEGAL NAME OF RESPONDENT: Calvin, Giordano & Associates, Inc.

NAME OF REGISTERED AGENT & ADDRESS OF CORPORATE RESPONDENTS: CT Corporation System
1200 S Pine Island Rd, Plantation, FL 33324

PHYSICAL ADDRESS OF RESPONDENT (NO P.O. BOXES ALLOWED)
1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316

TELEPHONE NUMBER OF RESPONDENT: 561.684.6161

EMERGENCY CONTACT NUMBER FOR RESPONDENT: 954.921.7781

FACSIMILE NUMBER OF RESPONDENT: 954.921.8807
FEDERAL ID NO. OR SOCIAL SECURITY NO. OF RESPONDENT: 65-0013869
IF RESPONDENT IS CORPORATION OR OTHER LEGAL ENTITY, STATE OF INCORORATION OR REGISTRATION: Florida
**FOREIGN CORPORATIONS MUST SUBMIT FOREIGN CORPORATION RESOLUTION.

SIGNATURE OF RESPONDENT OR AUTHORIZED AGENT: _____
**PROPOSALS SUBMITTED BY AGENTS MUST HAVE RESOLUTION OF AGENT AUTHORITY.

PRINTED NAME OF RESPONDENT OR AUTHORIZED AGENT: David Stambaugh

DATE: 09/16/2024 TITLE/POSITION OF SIGNATORY: Vice President of Professional Services

TOWN OF JUPITER

RFQ No. NS 2024-001
SELECTION OF CDBG ADMINISTRATOR

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Calvin, Giordano & Associates, Inc. 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 above requirements.

Respondent's Signature

September 16, 2024
Date


Building Custom Solutions
85
YEARS

TOWN OF JUPITER
Engineering Services to Abandon and Replace a Section of Damaged Raw Water Transmission Main

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Report for authorization of an emergency purchase order for Professional Engineering services to abandon and replace a damaged section of Floridan Aquifer (FA) raw transmission main

EXECUTIVE SUMMARY

This report is provided to document the circumstances leading up to and requiring emergency authorization of a purchase order for professional engineering services to prepare bidding and construction documents for abandonment and replacement of a damaged section of Floridan Aquifer (FA) raw water transmission main (RWM).

On March 18, 2024, in the early morning hours, the Town's 24" high density polyethylene (HDPE) subaqueous FA RWM crossing underneath the C-18 Canal and Indiantown Road was damaged by a subcontractor of TECO Gas during emergency repair of a gas main being installed by horizontal directional drill on the south side of Indiantown Road. TECO Gas was replacing a section of their gas main that had been damaged by construction activities associated with the FDOT I-95/Indiantown Road eastbound exit ramp improvement project. Since that time, Town staff has submitted claims and notified all parties involved of the Town's intent to pursue reimbursement for damages to the Town's critical infrastructure, researched options for repairing or replacing the damaged pipeline, restored an area of undermined soil that occurred on the north side of Indiantown Road as a result of the RWM being compromised, and provided the parties associated with activities that resulted in damage to the Town's RWM the opportunity to respond to the notice of claims from the Town, conduct investigations, and take correct action, though none have.

After conducting research into options for repair, discussions with staff from another municipality who was in the process and struggling to repair similar damage that occurred to one of their major pipelines, discussions with qualified contractors to perform HDPE repairs 50 feet below ground surface, and discussions with engineering design firms, Town staff concluded that abandonment and full replacement of the catastrophically and permanently damaged section of pipeline is in the Town's best interest and ii is the least risky and most economical option available. Inspection and evaluation of the extent of damage to the RWM to ascertain the condition of the pipeline extending underneath Indiantown Road and to identify reliable repair options could not be guaranteed by contractors who perform such investigative work and would be costly.

On July 11, 2024, Town staff requested approval from the Town Manager to issue an emergency purchase order to Hazen & Sawyer to proceed with engineering design and permitting services for abandonment and replacement of approximately 1,500 feet of FA RWM.

Hazen & Sawyer completed design and permitting for the original pipeline that was damaged. Hazen's design fee to prepare two sets of bid documents, one for abandonment of the damaged section of pipeline, and one for construction of a new replacement pipeline, and to obtain regulatory permits is $132,352. Survey information from the original design will be utilized to the greatest extent possible. For comparison purposes, Hazen's design fee for the original design back in 2020 was $131,899.

It is in the Town's best interest to abandon the existing, catastrophically damaged pipeline in a timely manner to avoid collateral damage and ensure public safety. The proposed method of abandoning the pipeline is to fill it with cementitious grout and leave it in place. Bid documents to solicit competitive bids for the abandonment are complete and will advertise upon receipt of regulatory permits. Engineering design for the replacement pipeline is underway and expected to be completed in December 2024, after which time competitive bids will be obtained provided all regulatory permits have been obtained hand. Both construction contracts will be brought before the Town Council for approval of award.

Emergency authorization from the Town Manager was obtained to issue the design proposal under the emergency provisions of the Town's Purchasing Policy, copied below for convenience.

F. Waiver of Competitive Bidding Process

1. If an emergency exists which makes it necessary to make purchases or obtain services due to immediate danger to the public health or safety, loss of public or private property; or an interruption in the delivery of an essential governmental service, as determined by the Town Manager or designee the following procedures shall apply:

    a. The Town Manager or designee shall issue a purchase order or contract for such purchases or services as required to mitigate the emergency situation or condition. If such purchase order or contract exceeds the approval authority of the Town Manager, it shall be reported to the Town Council no later than the next regular Town Council meeting.

    b. In all cases, when purchases have been made under the authority granted above, the responsible department shall submit a report to the Town Manager documenting the nature, circumstances and declaration of the emergency and the necessity of the purchases.

Funds to abandon and replace the damaged RWM were appropriated in the fiscal year (FY) 2025 CIP budget under the 24-inch Floridan Aquifer Raw Water Main Emergency Replacement project. However, those funds were not available to enable the design to proceed as needed. As a result, funds for the emergency purchase order were transferred from the Construction of Floridan Aquifer Wells RO-14, RO-15 & RO-16 and Raw Watermains (W2011) CIP account under the premise that funds would be reimbursed to the W2011 account upon adoption of the FY2025 CIP budget.

ANALYSIS

This document provides an explanation of the nature and circumstances associated with issuance of an emergency purchase order in response to the catastrophically and permanently damaged Floridan Aquifer raw water transmission main crossing underneath Indiantown Road and the C-18 Canal, which required professional engineering services to develop bid and construction documents to abandon and replace the damaged pipeline in a timely manner to

avoid collateral damage and ensure public safety. Approval from the Town Manager and Finance Director to waive the competitive bidding process in accordance with Section VIII.F.1 of the Town's Purchasing Policy and authorize an emergency purchase order was obtained. A transfer of funds in the amount of $132,352 from the FY2025, 24-inch Floridan Aquifer Raw Water Main Emergency Replacement CIP project budget is required to reimburse the Construction of Floridan Aquifer Wells RO-14, RO-15 & RO-16 and Raw Watermains (W2011) CIP account from which the funds were taken to issue the emergency purchase order.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Town Manager Approval of Engineering Design Proposal

FUNDING SOURCE

Approved in Budget	$132,352	Sources: W2439 24-inch Floridan Aquifer Raw Water Main Emergency Replacement CIP
Additional Funding Requested	$ N/A	Sources:

For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

TOWN MANAGER'S SIGNATURE REQUIRED

DOCUMENT TRANSMITTAL FORM

- USE FOR ALL DOCUMENTS REQUIRING THE TOWN MANAGER'S SIGNATURE THAT DO NOT REQUIRE TRANSMITTAL THROUGH THE TOWN CLERK'S OFFICE.
- DOCUMENTS THAT HAVE BEEN APPROVED AT THE TOWN COUNCIL LEVEL OR THAT REQUIRE THE MAYOR'S, TOWN ATTORNEY'S AND/OR TOWN CLERK'S SIGNATURE MUST BE TRANSMITTED THROUGH THE TOWN CLERK'S OFFICE.

DEPARTMENT AND STAFF CONTACT:	Utilities, Amanda Barnes DIRECTOR NAME & SIGNATURE 07/11/2024 Amanda Z. Barnes
AGENCY,VENDOR OR PROVIDER:	Hazen and Sawyer
DESCRIBE IN DETAIL SERVICE OR PRODUCT PURCHASED ANDTERMS:	(refer to page number(s), as necessary) Request approval to proceed with authorization of engineering design and permitting services, under the emergency provisions of the Town's Purchasing Policy, to abandon and replace the existing, compromised Floridan Aquifer raw watermain (FA RWM) that extends underneath the C-18 Canal and Indiantown Road. The pipeline was catastrophically and permanently damaged by another contractor approximately 53' below the ground surface. It is in the Town's best interest to abandon and replace the compromised pipeline as quickly as possible to avoid collateral damage and ensure public safety. Neither abandonment nor replacement of the pipeline is possible without obtaining regulatory permits from the FDEP, FDOT, SFWMD. Engineering design is required to obtain permits. The total design fee is $132,352. Several of the design tasks are estimated as Not to Exceed, actual effort may be less than anticipated depending on the extent of review by permitting agencies. Survey information from the original design will be utilized to the greatest extent possible. For comparison purposes, the design fee for the original installation back in 2020 was $131,899.
DOLLAR AMOUNT OF AGREEMENT OR CONTRACT & GL ACCOUNTS:	(refer to page number(s)) $132,352, a FY2025 CIP project to replace the damaged FA RWM is proposed. It is recommended that funds from Acct. W2011 (original FA Well CIP project) be used at this time to fulfill this request and that the funds used from Acct. W2011 be reimbursed from the FY25 CIP project once it is adopted. As an alternative, funds to authorize this design proposal can be pulled from Water Utility operating contingency. It is anticipated that the Town will file a law suit to recover losses associated with replacement of the compromised FA RWM.
BUDGET IMPACTS	☐ Approved In Operating Budget ☐ Approved In CIP Budget ☑ Emergency Purchase ☐ Budget Transfer Required ☐ Grant ☐ Sole Source Provider ___Scott Reynolds, Finance Director ___Dawn Clark, Asst Finance Director Scott Reynolds Digitally signed by Scott Reynolds Dn: cn=Scott Reynolds, o=Town of Jupiter, ou, email=scottr@jupiterfl.us, c=US Date: 2024.07.12 14:21:04 -04'00'
LEGAL REVIEW	Has the Agreement/Contract been reviewed for legal sufficiency by the Town Attorney? ☐ Yes ☐ No Automatic Renewal Terms (no change in Agreement/Contract) ☐ Yes ☐ No If no, describe change:
NUMBER OF DOCUMENTS TO BE SIGNED/SPECIAL INSTRUCTIONS:	TM's signature on this form approving staff to proceed with authorization of engineering services for this work under the emergency provisions of the Town's purchasing policy.

Authorization to Proceed:

Frank Kitzerow, Town Manager

SCOPE OF SERVICES

Town of Jupiter

Replacement of Damaged Floridan Aquifer Raw Water Main Crossing

Hazen and Sawyer (***CONSULTANT***) will complete the following tasks related to the design, engineering, and permitting of the proposed replacement of the Town of Jupiter Utilities Department (***TOWN***) raw water main prior extension.

PROJECT BACKGROUND

The ***TOWN*** is planning to construct a replacement 24-inch diameter Floridan Aquifer raw water main from Floridan Aquifer Well No. 7 (FA-07) northward to the northern extent of the Indiantown Road right-of-way, in approximately the same alignment as the previously installed extension (W2011A). The proposed replacement includes subaqueous crossings of the South Florida Water Management District (SFWMD) C-18 canal and the South Indian River Water Control District (SIRWCD) outfall canal along with a crossing of Florida Department of Transportation (FDOT) right-of-way (R/W) at Indiantown Road. The crossings are planned to be completed using the horizontal directional drill (HDD) method. Coupled with new Floridan Aquifer wells, construction of this raw water pipeline will support the ***TOWN***'s ability to supply adequate quantity and quality water to the reverse osmosis plant.

A preliminary review of existing conditions indicates an initial recommendation to install the replacement 24" raw water main in the same alignment as the original pipeline, though at approximately 20-ft greater depth. The replacement raw water main alignment will be designed to avoid the newly installed gas main located along the south side of Indiantown Road crossing the C-18 canal.

SCOPE OF SERVICES

Task 1 – Topographic, Utility, and Geotechnical Data Collection

Task 1.1 – Topographic Survey and Underground Utilities Locate

CONSULTANT will employ the services of a Certified Land Surveyor in the State of Florida (SURVEYOR SUBCONSULTANT) to perform the required topographic survey necessary to complete the design. SURVEYOR SUBCONSULTANT will perform topographic surveying and locate utilities at the areas of work with the intent to "update" the previous survey acquired under ***TOWN*** project W2011A by Lidberg Land Surveying, Inc. Adequate notes will be included on the updated survey to indicate the procedures, assumptions and data ownership. The survey shall include the following:

- Code Requirements: The survey will meet the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17.050 - .052, Florida Administrative Code.
- Extent of Survey (Per Original Survey): The survey shall identify right-of-way lines,

property lines and platted easements within the survey area identified. Survey shall extend 20 feet outside the right-of-way unless specifically indicated elsewhere (where accessible, as permitted by the adjacent property owners, and can be done safely by the Survey crew in the field).

- Property Lines (Per Original Survey): SURVEYOR SUBCONSULTANT shall conduct deed research to identify property ownership along the survey limits and show property lines and property owners' addresses on the drawings for all adjacent properties. Owners shall be identified by deed book and page number.

- Easements (Per Original Survey): SURVEYOR SUBCONSULTANT shall identify existing easements within the survey area that appear on a recorded plat.

- Aboveground Improvements: SURVEYOR SUBCONSULTANT shall locate aboveground and visible improvements, including pavement, pavement markings, slabs, fences, signs, overhead wires, water meters, valve boxes, cleanouts, handholes, markers, utility poles, trees, manhole covers, and other utility features within the limits of the survey.

- Manholes and Accessible Underground Piping: Manhole covers, rims, pipe inverts, and pipe sizes shall be measured on sanitary and drainage structures found within the survey limits, if accessible and physically unobstructed, otherwise they will be noted on the drawing. In addition, top of nut (TON) elevations for all water valves shall be measured.

- Tree Survey: Existing trees, six (6) inches in diameter and above, at four (4) feet above ground, shall be located and identified with diameter and common name. Each tree shall be assigned a unique tree identification number.

- Topographic Points: Elevations cross sections shall be taken at 50-ft intervals along roadways. Maintenance of traffic to be provided as required for data collection. Areas outside of roadway right-of-way shall include spot elevations on a 50-ft grid, though include interim changes in grade.

- Horizontal Datum and Vertical Datum: Horizontal datum shall be North American Datum of 1983 (NAD 83/99), Florida State Plane Coordinate System, Florida East Zone, scaled to ground. Vertical datum shall be relative to National Geodetic Vertical Datum of 1929 (NGVD1929), and based on National Geodetic Survey (NGS), or FDOT benchmarks. Each sheet of the SURVEYOR SUBCONSULTANT's drawings shall include a graphic that illustrates conversion from NGVD29 to North American Vertical Datum of 1988 (NAVD88).

- Coordination with Available Information and Hazen Client: SURVEYOR SUBCONSULTANT shall coordinate with ***TOWN,*** and integrate available information in ***TOWN*** and Loxahatchee River District GIS databases for water, storm water, sewer and record available record drawings to mark utilities. SURVEYOR SUBCONSULTANT shall incorporate the as-builts for the two existing directionally drilled crossings within the same corridor.

- Benchmarks: SURVEYOR SUBCONSULTANT shall provide semi-permanent survey control and benchmarks on each side of the SFWMD canal. Elevations shall be tied to at least two (2) National Geodetic Survey (NGS) Benchmarks located on or near the project site.

- Baselines (Per Original Survey): Survey baseline shall approximate the center of the right-of-way when possible. In this case, the baseline for the crossing shall be established along the East Line of Section 4. Baselines shall increase in stationing. The value starting station shall be chosen in such a manner as to guard against the likelihood of negative stationing in the event that the project is extended down-station. Suggested beginning stations are 50+00 for primary baselines.

- Statement of Accuracy: Included with the survey deliverables shall be a statement of accuracy indicating the dates of collection, surveyor name and license number, coordinate systems used, benchmarks referenced, and degree of accuracy achieved (e.g., +/- ft) in the horizontal and vertical planes.

- Subsurface Utility Engineering: A renewal of subsurface utility investigation shall be performed by SURVEYOR SUBCONSULTANT to determine approximate location of existing underground utilities at potential utility crossings. Subsurface utility investigation shall include the following:

  - Perform horizontal locations of existing conductive utilities using electromagnetic induction and ground penetrating radar techniques. Work shall be performed to Quality Level B standards in accordance with CI/ASCE 38-02.

  - Mark selected targets on the ground surface using American Public Works Association (APWA) color marking standards.

  - Request a design ticket through Sunshine One Call of Florida.

  - Coordinate with utility owners and review and/or obtain available documentation as it relates to the project.

  - Underground utilities shall be provided in a separate CAD file.

- Survey Limits and Special Requirements: The approximate survey limits are provided in attached **Figure 1**, though match the extents of the original survey. Additional description for corridor to be surveyed is provided below;

  1. Approximately 70-ft of survey width between the extension of Jupiter Gardens Blvd northward to approximately 300-ft north of the Indiantown Road northern right-of-way line. Width shall include the area bound by the following: 25-ft of width of the southwestern-most and northwestern-most properties, 25-ft of width of the southeastern-most property and 20-ft of width of the northeastern-most property, along with all right-of-way.
  2. Provide new canal cross sections for the SFWMD and SIRWCD Canals. Soundings for the cross-sections shall be taken at 10-ft intervals from top of bank to top of bank, spaced every 25-ft within overall survey limits.

- Survey Deliverables: SURVEY SUBCONSULTANT shall provide three (3) electronic deliverables to ***CONSULTANT*** following collection of field data – a Point Database, CADD Survey Drawing, and a CADD Surface TIN or Model. These files must be maintained and delivered throughout the project as work is requested. Drawing methods and layering must conform to Hazen and Sawyer standards as provided within or as indicated within the attached "Survey_Seed.dwg" provided to the Surveyor by Hazen and Sawyer. In addition, signed and sealed survey drawings shall be provided as indicated below.

- Point Database: SURVEY SUBCONSULTANT shall provide all spot elevations in a spreadsheet (i.e. Microsoft Excel) in comma or tab delimited (spaced) format in PNEZD arrangement (Point Number, Northing, Easting, Elevation, Description). These software file extensions may vary from .txt, .xls, or .csv.

- CADD Survey Drawing: The Survey Drawing shall be provided in a separate AutoDesk (AutoCAD) drawing file (.dwg) including all planimetric data and generated topographic contours. All CADD drawings to be provided to Hazen and Sawyer shall be drawn on the layer system as indicated in the "SURVEY_SEED.dwg" provided with this document. A list of these layers, descriptions, lineweights, types, and colors can be provided upon request. Topographic information for interval contours and index contours shall be drawn using two dimensional (2D) polylines having a fixed elevation equal to the contour elevation and a thickness of zero (0). The contours shall be drawn on appropriate layers for interval or index contours as a single continuous 2D polyline for each elevation. In any case, three dimensional (3D) polylines are not acceptable.

- CADD Surface TIN or Model: A Surface Model shall be created and provided by the SURVEY SUBCONSTULANT from ground elevation shots in the specified horizontal and vertical datum and modified by surveyor placed breaklines and boundaries as part of the surveyor's normal best practices for creating topographic contours. This file shall be provided in one of the following export formats: LandXML File (.xml), TIN Triangle Lines (.dxf or .dwg) or Field Book File (.fbk).

- Record Survey Drawings: Two (2) hard copies of signed and sealed survey drawings shall be provided, including the name and license number of the surveyor, name and address of the survey firm, date of survey, datum referenced, statement of accuracy, and all other information as required by the State of Florida.

Task 1.2 – Surveyor Certified Canal Cross Section

A certified canal cross section was prepared via Lidberg Land Surveying, Inc. for the original project, which was previously approved by SFWMD. It is possible this previous cross section will be suitable for resubmittal. However, if required by permitting entities, SURVEY SUBCONSULTANT shall provide an updated canal cross section as follows:

- A Surveyor sealed SFWMD Canal cross section through the C-18 canal from Top of Bank to Top of Bank, along the proposed pipeline CL., in accordance with SFWMD requirements.

Task 1.3 – Geotechnical Investigation and Report

CONSULTANT shall employ the services of a professional geotechnical engineer in the State of Florida (GEOTECHNICAL SUBCONSULTANT) to perform geotechnical analyses of the proposed improvement areas. Locations of proposed geotechnical borings are shown in attached **Figure 1**. GEOTECHNICAL SUBCONSULTANT shall perform a geotechnical investigation as follows:

- Existing Utility Locations: GEOTECHNICAL SUBCONSULTANT shall perform underground utility clearance through Sunshine State One Call of Florida.
- Borings: Borings shall be standard penetration test (SPT) borings per ASTM D-1586 to

the depths indicated below. Visually classify soil samples using the Unified Soil Classification System (USCS) in general accordance with the ASTM D-2488. Selected soil samples will be tested for index properties to aid in the classification for engineering purposes (ASTM D-2487). Layout of soil borings in the field and mobilization of drill rig and crew to the project site is included.

  - B-5 and B-7: to a depth of 50-ft
  - B-6: to a depth of 100-ft (located on SFWMD property)

- Maintenance of Traffic: GEOTECHNICAL SUBCONSULTANT shall utilize traffic barricades, cones, and flaggers to the extent necessary and required.
- Patching: All borings shall be sealed with grouting upon completion. If borings penetrate pavement sections, pavement shall be patched as acceptable to FDOT.
- Soils Parameters and Laboratory Testing: The following information shall be provided by GEOTECHNICAL SUBCONSULTANT for each distinct soil type encountered in the soil borings:
  - Organic Content Analysis
  - Moisture Content
  - Grain Size Analysis for granular soils
- Report: GEOTECHNICAL SUBCONSULTANT shall prepare and provide a written geotechnical report containing as a minimum the following items:
  - Overall site map showing the locations of soil borings.
  - Overall site and surface conditions.
  - Ground water level elevations (including seasonal fluctuation).
  - Results of field exploration and soil laboratory testing.
  - Soil borings profiles showing soil identifications, depth, groundwater, and standard penetration "N-values", and soil description.
  - Soil classification per United Soil Classification System (USCS).
  - Recommendations for pipeline bedding, backfill and compaction.
  - Recommendations for groundwater control during pipeline trenching.
  - Engineering recommendations for the following parameters: USCS, unit weight, dry unit weight, shear modulus, cohesion and internal friction angle, soil bearing capacity, and unconfined compressive strength.

Task 1 Deliverables:

CONSULTANT shall provide the following for the ***TOWN***:

1. Topographic Survey Documents: ***CONSULTANT*** shall submit an electronic copy of the topographic survey and utility data collection integrated with the plans and specifications deliverable (Task 2).

2. Certified Canal Cross Section: ***CONSULTANT*** shall submit an electronic copy of the canal cross section to SFWMD, if required.

3. Geotechnical Data Report: ***CONSULTANT*** shall submit an electronic copy of the geotechnical data report integrated with the plans and specifications deliverable (Task 2).

Task 2 – Accelerated Bid Documents for Existing Pipeline Abandonment

CONSULTANT will prepare basic schematic figures and relevant technical specifications needed for the abandonment of the existing pipeline. Figures will consist of marked-up as-built drawings. The ***TOWN*** will develop the remainder of the bid package, including Standard Front End Documents and Division 1 specifications.

Task 3 – Development of Contract Documents

CONSULTANT will prepare the drawings and specifications needed for construction. To the extent practicable, the ***TOWN***'s Standard Front End Documents and Standard Details shall be utilized in compiling the Contract Documents.

Note that, to the extent practicable, the original project's design drawings will updated to allow for cost savings. ***CONSULTANT*** shall address the following design elements in the construction documents:

- Plans, profile views, and details associated with a 24" nominal diameter subaqueous crossing of the SFWMD C-18 canal, SIRWCD canal, and Indiantown Road east of I-95.
- Plans, profile views, and details associated with the 24" nominal diameter open-cut piping required for tie-ins on the two sides of the subaqueous crossing: 1) north of Indiantown Road along the extension of Limestone Creek Rd, and 2) northwest of Jupiter Gardens Blvd and south of the C-18 canal.

The preliminary list of drawings anticipated for design are as follows:

Sheet	Drawing	Title
1 to 3	G-01 to G-03	Cover Sheet; List of Drawings; Symbols and Abbreviations; General Notes
4	C-01	Key Plan
5	C-02	24" Transmission Main - Plan 0+00 to 6+00
6	C-03	24" Transmission Main - Plan 6+00 to 12+00
7	C-04	24" Transmission Main - Profile 12+00 to 18+00
8	C-05	Enlarged Plans
9	C-06	Standard Details
10	C-07	Standard Details
11	C-08	Civil Details
12	C-09	Civil Details

A 50% complete set of construction drawings and list of specifications will be submitted to the ***TOWN*** for review and comment. ***CONSULTANT*** will meet with ***TOWN*** representatives to discuss

recommendations and to receive ***TOWN*** comments.

Upon receipt of comments from the ***TOWN***, ***CONSULTANT*** will proceed with the final contract documents. A 100% complete set of construction documents will be submitted to the ***TOWN*** for review and comment. ***CONSULTANT*** will meet with ***TOWN*** representatives to discuss recommendations and to receive ***TOWN*** comments.

CONSULTANT will prepare a Class 3 Engineers Opinion of Probable Construction Cost (OPCC) at the 50% design level as defined by the Association of the Advancement of Cost Engineering (AACE) in Recommended Practices 18R-97, which is normally expected to be accurate within approximately plus 20 percent to minus 15 percent of the estimated cost. ***CONSULTANT*** will prepare a Class 2 OPCC at the 100% design level as defined by the AACE International in Recommended Practices 18R-97, which is normally expected to be accurate within approximately plus 15 percent to minus 10 percent of the estimated cost.

Task 3 Deliverables:

CONSULTANT shall provide the following to the ***TOWN***:

1. Preliminary (50%) Construction Documents: Two (2) 22" x 34" hard copy plans, two (2) 11" x 17" hard copy plans, and two (2) hard copies of the List of Specifications will be provided. One (1) electronic version of the plans and List of Specifications will also be provided

2. Class 3 OPCC (50%): Two (2) hard copies and one (1) electronic version of the will be provided with the preliminary construction documents.

3. Final (100%) Construction Documents: Two (2) 22" x 34" hard copy plans, two (2) 11" x 17" hard copy plans, and two (2) hard copies of the Technical Specifications will be provided. One (1) electronic version of the plans and Technical Specifications will also be provided, in both .pdf and word .doc format.

4. Class 2 OPCC (100%): Two (2) hard copies and one (1) electronic version of the will be provided with the final construction documents.

Task 4 – Permitting Services

CONSULTANT will apply for and obtain applicable permits required for construction of the proposed improvements and will respond to requests for additional information submitted by the regulatory agencies.

- United States Army Corps of Engineers Regional General Permit 14: Prepare and submit permit application titled "Form 4345" and required attachments as required for the subaqueous crossing of the C-18 Canal.

- United States Army Corps of Engineers Section 408 Authorization: Provide South Florida Water Management District the required information and attachments to allow for USACE review and authorization.

- FDEP Section 401 Water Quality Certification
- FDEP/DOH General Permit for Water Main Extension Permit
- FDOT Utility Permit: For crossing of Indiantown Road.
- Palm Beach County (PBC) Utility Right-of-Way Permit: For presence within Limestone Creek Road right-of-way and/or detention pond properties.
- SFWMD Canal Right-of-Way Permit: For crossing of SFWMD C-18 Canal.
- SIRWCD Canal Right-of-Way Permit: Provide SIRWCD required documents for crossing of SIRWCD Outfall Canal.
- ***TOWN*** Engineering/Utilities Department Permit: Permit will not be obtained, but review process will be started.
- Loxahatchee River District sewer: Permit is not required, but a courtesy review will be coordinated and comments will be addressed if reroute, modification or deflection of any LRD sewer lines are required.
- Coordination with TECO Peoples Gas and TOJ Engineering in reference to existing and future utilities within the project corridor.

Task 4 Deliverables:

CONSULTANT shall provide the following to the ***TOWN***:

1. Permit Applications: ***CONSULTANT*** shall submit to the ***TOWN*** the permit applications listed below for signature (as required).
    a. USACE Regional General Permit 14
    b. USACE Section 408 Authorization
    c. FDEP Section 401 Water Quality Certification
    d. FDEP/DOH General Permit for WM Extension
    e. FDOT Utility Permit
    f. PBC Right-of-Way Permit
    g. SFWMD Right-of-Way Permit
    h. SIRWCD Right-of-Way Permit
    i. ***TOWN*** Engineering/Utilities Department permit
    j. LRD Engineering Coordination
    k. TECO Peoples Gas Coordination

I. TOJ Engineering Coordination

2. Responses to Requests for Additional Information (RAIs): ***CONSULTANT*** will respond to up to two RAIs from each agency listed above and copy the ***TOWN*** on correspondence.

Task 5 – Meetings

CONSULTANT will hold meetings with the ***TOWN*** as listed below:

- Kickoff meeting to discuss the project details
- Meeting to review 50% design submittal materials
- Meeting to review 100% design submittal materials

Task 5 Deliverables:

CONSULTANT shall provide the following for the ***TOWN***:

1. Meeting Minutes: ***CONSULTANT*** shall submit an electronic copy of the meeting minutes for each meeting held above.

Task 6 – Bid and Award Services

It is assumed that the ***TOWN*** will sell and distribute bid documents, conduct pre-bid conference and bid opening, and address any administrative questions from prospective bidders.

CONSULTANT shall assist the ***TOWN*** in the following ways:

- ***CONSULTANT*** shall attend the pre-bid conference and assist the ***TOWN*** with any responses to technical questions regarding the bid documents.
- ***CONSULTANT*** shall assist the ***TOWN*** in preparing addenda which relate to technical questions.
- ***CONSULTANT*** shall review bids and provide a recommendation of award.
- ***CONSULTANT*** shall prepare Conformed Drawings based on addenda issued. ***TOWN*** will prepare conformed specifications.

Task 6 Deliverables:

CONSULTANT shall provide the following to the ***TOWN***:

1. Recommendation of Award: Following evaluation of the lowest qualified bidder's proposal, ***CONSULTANT*** shall submit to the ***TOWN*** the recommendation for award.
2. Conformed Drawings and Specifications: Five (5) 22" x 34" hard copy plans, five (5) 11" x 17" hard copy plans will be provided. One (1) electronic version of the plans will also

be provided.

TIME OF COMPLETION

The time of completion for the deliverables described above is tabulated below.

Deliverable	Time to Completion (from NTP)
Task 1 – Topographic, Utility, and Geotechnical Data Collection	9 weeks
Task 2 – Accelerated Bid Documents for Accelerated Pipe Pipeline Abandonment	4 weeks
Task 3 – Preliminary Drawings and List of Specifications, Class 3 OPCC	14 weeks
Task 3 – Final Drawings and Specifications, Class 2 OPCC	18 weeks
Task 4 – Permit Application Submittals	14 weeks
Task 5 – Meeting Minutes	As applicable
Task 6 – Bid and Award Services	**30 weeks**

SCHEDULE OF FEES

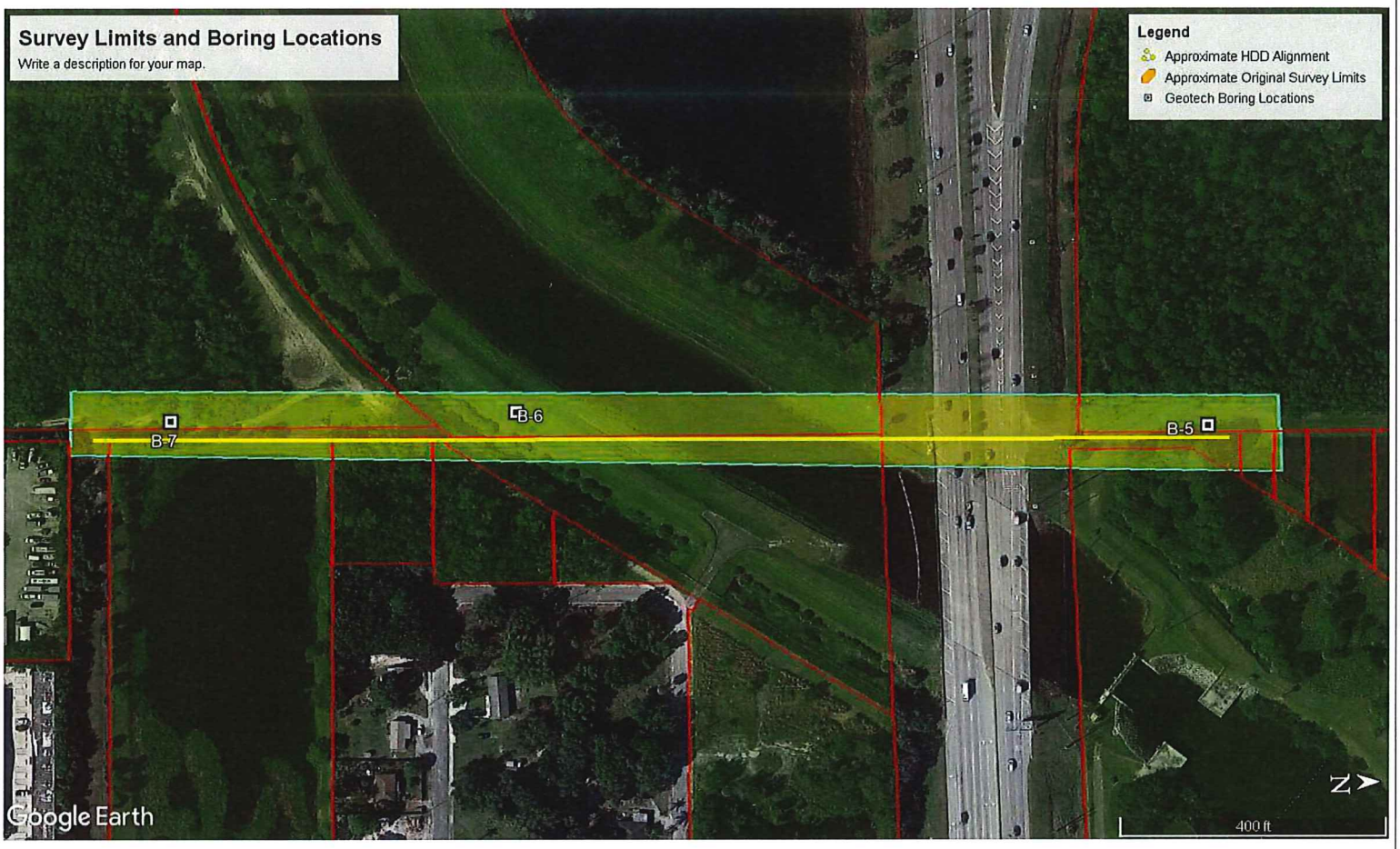
Proposed labor costs for engineering services for Tasks 1 and 4 (Not-to-Exceed), and Tasks 2, 3 5 and 6 (Lump Sum), are tabulated below.

Task	Engineering Fee
Task 1 – Topographic, Utility, and Geotechnical (Subconsultants)	--
Task 1.1 – Topographic Survey and Utility Locates (NTE)	*17,498
Task 1.2 - Surveyor Certified Canal Cross Section (NTE)	$4,200
Task 1.3 – Geotechnical Investigation (NTE)	$22,252
Task 2 – Accelerated Bid Documents for Accelerated Pipe Pipeline Abandonment (LS)	$5,534
Task 3 – Development of Contract Documents (LS)	$ 42,721
Task 4 – Permitting Services (NTE)	$ 31,577
Task 5 – Meetings (LS)	$ 3,869
Task 6 – Bid and Award Services (LS)	$ 4,701
Total Lump Sum	**$132,352**

ASSUMPTIONS

- Site information including, but not limited to, existing as-built drawings will be provided to ***CONSULTANT*** by the ***TOWN***.
- The final alignment of the proposed pipeline is achievable within the surveyed area. If a fatal conflict exists that ***CONSULTANT*** is not currently aware of, then additional survey may be required.
- ***TOWN*** will handle public notification and interaction on the project.
- Permit fees will be the responsibility of the ***TOWN***.
- Standard Front End Documents will be prepared/provided by the ***TOWN***
- Impacted roadways, if applicable, will be reconstructed with similar cross sections as current conditions and the post-construction striping and signage will match existing.
- Maintenance of Traffic (MOT) plan shall be the responsibility of the Contractor during construction and is not required for FDOT permitting.
- No new easements or rights-of-way shall be obtained under this Task Order.
- Project requirements for permanent utility easement/fee simple plat and written legal descriptions are not anticipated or are unknown at this time; therefore, services and fees are not included.
- The drawings and specifications shall be prepared assuming that the TOWN will competitively bid this project in a single bid package and enter into a construction contract with one general contractor to complete the work.
- The Notice of Intent to Use NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities (RULE 62-621.300(4), F.A.C.) shall be submitted by the Contractor, and that the Stormwater Pollution Prevention Plan shall be the responsibility of the Contractor.
- A cursory search was completed for contaminated sites within the vicinity of the project area on the FDEP Contamination Locator Map. Contaminated sites were not identified in the project area. It is assumed that contaminated sites are not located within the vicinity of the project area that would require a dewatering plan, hazardous material management planning, coordination with FDEP or PBC, or other associated requirements.
- ***TOWN*** will prepare conformed specifications and provide ***CONSULTANT*** with one hard copy and one electronic copy of the Conformed Front End Documents and Technical Specifications which will comprise the Construction Contract.

Figures



Hazen	Project Name: C-18 Canal and Indiantown Road Crossing Town of Jupiter	Survey Limits and Boring Locations H&S Project Number: NA — Figure 1

Fee Schedule

ATTACHMENT "A"

INDIANTOWN ROAD RAW WATER MAIN CROSSING

Detailed Cost and Expenses

Task No.	Work	Vice President	Senr. Assoc	Assoc	Senr. Principal	Principal Eng.	Engineer	Princ. Designer	Designer	Word Process.	Total Hours	Raw Labor Cost	Labor Cost (3.05)	Sub-Consultant	Expenses (5% of Labor)	Total Cost
		$92	$70	$60	$55	$43	$38	$40	$32	$27						
1.0	Data Collection (NTE)	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ 43,950
1.1	Topographic Survey and Locates													$ 17,498		
1.2	Surveyor Canal Cross Sections													$ 4,200		
1.3	Geotechnical Investigation													$ 22,252		
2.0	Pipe Abandonment Documents (LS)	0	16	0	0	0	16	0	0	0	32	$ 1,728	$ 5,270	$ -	$ 264	$ 5,534
3.0	Contract Documents (LS)	8	33	20	66	0	24	103	0	16	270	$ 13,340	$ 40,687	$ -	$ 2,034	$ 42,721
4.0	Permitting (NTE)	6	16	52	36	0	70	8	0	4	192	$ 9,860	$ 30,073	$ -	$ 1,504	$ 31,577
5.0	Meetings (LS)	2	4	0	8	0	8	0	0	0	22	$ 1,208	$ 3,684	$ -	$ 184	$ 3,869
6.0	Bidding (LS)	4	0	4	8	0	4	4	0	4	28	$ 1,468	$ 4,477	$ -	$ 224	$ 4,701
TOTAL		20	69	76	118	0	122	115	0	24	544	$ 27,604	$ 84,192	$ 43,950	$ 4,210	$ 132,352

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029

Project Name:	**Department:**	
24-inch Floridan Aquifer Raw Water Main Emergency Replacement	Utilities	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Safety / Fiscal Responsibility	W25XX	2026

Project Description and Justification:

A project to construct four Floridan Aquifer (FA) wells and corresponding raw watermain (RWM) along Island Way was adopted in the 2020 CIP. A 1,500 foot section of 24-inch FA RWM extending from the south side of the C-18 Canal to the north side of Indiantown Road was installed via horizontal directional drill (HDD) in 2022. Irreparable damage occurred to the HDD segment of pipe on March 17, 2024, when it was struck by another contractor at a location approximately 50 feet below ground surface. Replacement of the 1,500 foot section of RWM is necessary to place the new wells, which are currently under construction, into service.

This project supports the Town's Strategic Plan of Fiscal Responsibility and Safety by providing water supply necessary to satisfy customer demands for safe and reliable drinking water which meets all regulatory standards, and by protecting existing assets to achieve their useful life.

Replacement of the damaged RWM is recommended rather than attempts to repair due to the depth of damage and uncertainty of the extent of damage. Potentially feasible repair options were evaluated and found to carry considerable risk and be more costly than full replacement.

Notice of claims for property damage have been filed with the entities responsible for damage to the Town's RWM. Budget for this project includes design, permitting and construction of the replacement RWM and associated fiber conduit, and in-place abandonment of the existing, damaged pipeline. Design, permitting and construction of this section of 24" RWM in 2022 was ~$900,000.

Location(s) and Program Schedule

Fiscal Yr	Scope	Budget
2025	Design, permitting and construction of a replacement FA raw watermain under the C-18 Canal and Indiantown Road by horizontal directional drill and in place abandonment of the damage pipeline	$1,433,800
2026		$0
2027		$0
2028		$0
2029		$0

Project Photo(s) / Map of Location





TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029

Project Name:	Department:
24-inch Floridan Aquifer Raw Water Main Emergency Replacement	Utilities
Link to Strategic Plan/Strategic Result:	**Project #:**
Safety / Fiscal Responsibility	W25XX

Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$0	$0	$0	$0	$0	$0	$0
Engineering	$0	$286,760	$0	$0	$0	$0	$286,760
Construction	$0	$1,147,040	$0	$0	$0	$0	$1,147,040
Equipment	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$0**	**$1,433,800**	**$0**	**$0**	**$0**	**$0**	**$1,433,800**

Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	$0	$0	$0	$0	$0	$0	$0
Impact fees	$0	$0	$0	$0	$0	$0	$0
Surtax proceeds	$0	$0	$0	$0	$0	$0	$0
Escrow & deposits	$0	$0	$0	$0	$0	$0	$0
Grant revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater R&R funds	$0	$0	$0	$0	$0	$0	$0
Water R & R funds	$0	$1,433,800	$0	$0	$0	$0	$1,433,800
Off-site fees	$0	$0	$0	$0	$0	$0	$0
Total Revenues	**$0**	**$1,433,800**	**$0**	**$0**	**$0**	**$0**	**$1,433,800**

Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	$0	$0	$0	$0	$0	$0	$0
Amount Expended	$0	$0	$0	$0	$0	$0	$0
Balance							**$0**

TOWN OF JUPITER
Emergency Repair to 24" Raw Water Transmission Main at Well Site RO5

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Reporting authorization of an emergency purchase order to repair the 24" raw water transmission main at Floridan Aquifer well site RO5

EXECUTIVE SUMMARY

This report is provided to document circumstances necessitating an emergency purchase order for repair of the existing 24" raw water transmission main (RWM) located within the C-18 Canal Right of Way at Floridan Aquifer (FA) Well Site RO5, as depicted on the attached location map.

On August 6th, 2024, during routine inspection of the Town's FA well sites along the C-18 Canal, the Water Plant Maintenance Supervisor, Austin Burg, recognized an unusual puddle of water on the ground surface adjacent to well site RO-5. Despite heavy rains occurring the night before, Austin suspected the water might be FA raw water. After further investigation, with the assistance of the Town's Water Field crew and equipment, the area was excavated, and a leak was observed coming from the 24" diameter high density polyethylene (HDPE) raw water transmission main that delivers FA raw water to the reverse osmosis (RO) water treatment facility. Photos of the leak are provided as Attachment 2.

The location of the leak at RO5 resulted in six FA wells located west of Florida's Turnpike being removed from service for nine consecutive days, reducing the RO treatment plant capacity from 13.7 million gallons per day (mgd) to 6 mgd. Full capacity of the 14.5 mgd nanofiltration plant was available and utilized to meet customer demands and maintain maximum ground storage tank levels.

Utility staff called on Johnson-Davis, Inc. (JD), one of the Utility's emergency on-call contractors, for emergency assistance with repair of the leak. JD responded quickly and materials were ordered and delivered to the site within two days. Construction of the repair started at 7:30am on Saturday morning, August 10th, 2024 and was completed early Sunday morning, August 11th, 2024. The repair required excavation of the existing 24" high density polyethylene (HDPE) raw watermain, new HDPE flange adapters and pipe, an HDPE certified welder with welding machine, dewatering, backfilling, compaction, and restoration. Photos taken during construction of the repair are provided as Attachment 3.

The RO Plant was restored to full capacity on Wednesday, August 14th, 2024 after successful bacteriological testing of the repaired raw water transmission main.

The total cost expended to address the emergency repair was $60,211.19, as shown on the purchase order and invoice provided as Attachment 4.

Approval from the Town Manager was obtained to waive the competitive bidding process to respond to this emergency in accordance with Section VIII.F.1 of the Town's Purchasing Policy, copied below for convenience. Funds for these unexpected expenses were transferred from FY2024 Water Operating Contingency to Water Plant Repair and Maintenance.

F. Waiver of Competitive Bidding Process

1. If an emergency exists which makes it necessary to make purchases or obtain services due to immediate danger to the public health or safety, loss of public or private property; or an interruption in the delivery of an essential governmental service, as determined by the Town Manager or designee the following procedures shall apply:

    a. The Town Manager or designee shall issue a purchase order or contract for such purchases or services as required to mitigate the emergency situation or condition. If such purchase order or contract exceeds the approval authority of the Town Manager, it shall be reported to the Town Council no later than the next regular Town Council meeting.

    b. In all cases, when purchases have been made under the authority granted above, the responsible department shall submit a report to the Town Manager documenting the nature, circumstances and declaration of the emergency and the necessity of the purchases.

ANALYSIS

This document provides an explanation of the nature, circumstances, and purchases associated with the Water Utility's response to an emergency repair to the 24" Floridan Aquifer raw water transmission main adjacent to the RO-5 well site for which the Town Manager's approval to waive the competitive bidding process was obtained in accordance with Section VIII.F.1 of the Town's Purchasing Policy. Keen observation by the Water Plant Maintenance Supervisor, and rapid response by water plant and water field staff, and the Town's on-call emergency contractor, Johnson-Davis, resulted in discovery of the leak and timely repair without interruption in delivery of essential, safe and reliable water service to the public. A transfer of $60,211.19 from the FY2024 Water Enterprise Operating Contingency account to the Water Plant Repair and Maintenance account for costs associated with responding to this unexpected emergency was approved by the Town Manager and Finance Director.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

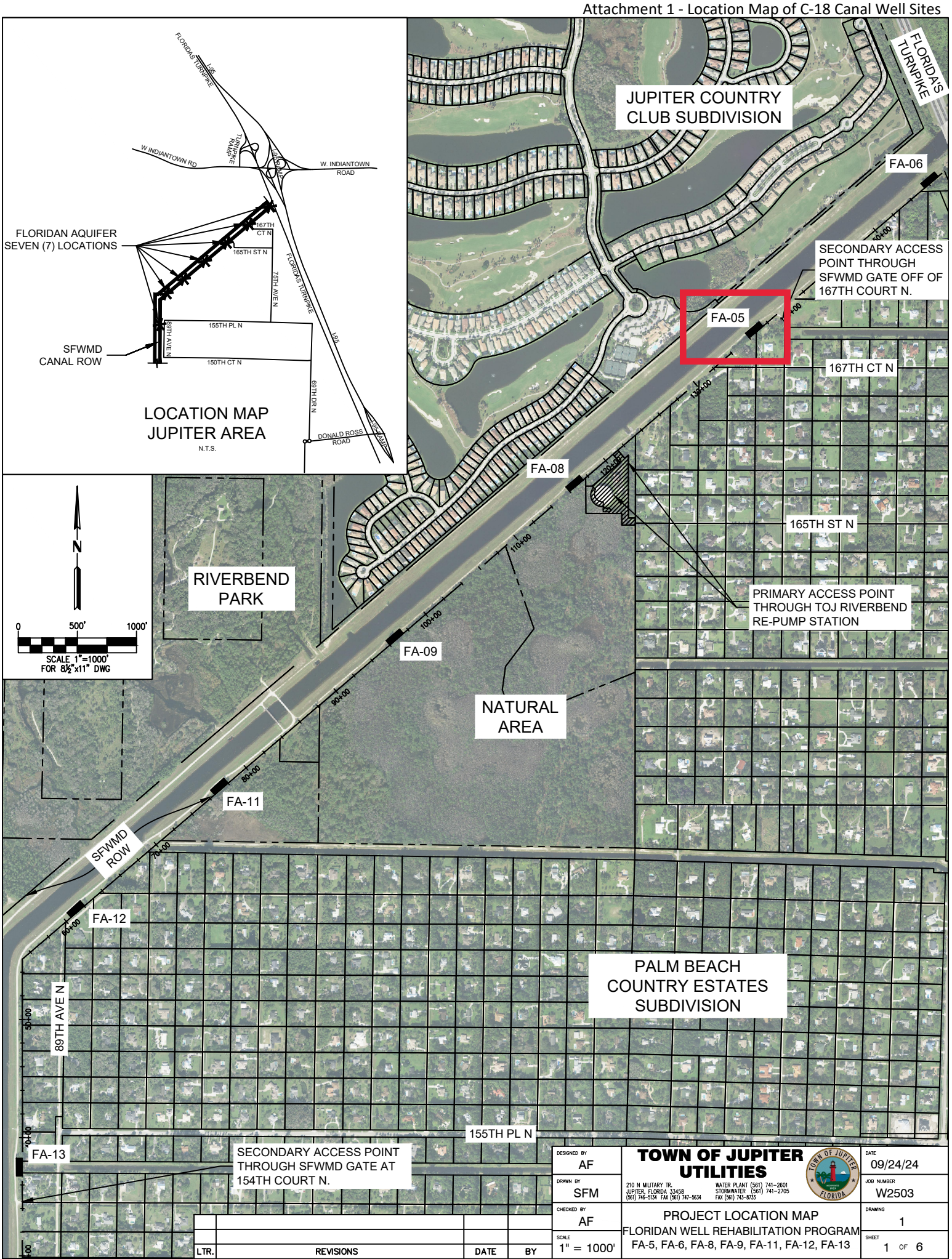
ATTACHMENTS

1. Location Map of C-18 Canal Well Sites
2. Photos of Leak
3. Photos of RWM Repair
4. Town Manager Approval for Emergency PO for RWM Repair at RO5
5. Purchase Order to Johnson-Davis and Invoice

FUNDING SOURCE

Approved in Budget	$374,842.00	Sources: Water Enterprise Fund Operating Contingency (Acct. 40050733-599001)
Additional Funding Requested	$ N/A	Sources:

For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.



DESIGNED BY: AF	**TOWN OF JUPITER UTILITIES**		DATE: 09/24/24
DRAWN BY: SFM	210 N MILITARY TR. JUPITER, FLORIDA 33458 (561) 746-5134 FAX (561) 747-5634	WATER PLANT (561) 741-2601 STORMWATER (561) 741-2705 FAX (561) 743-8733	JOB NUMBER: W2503
CHECKED BY: AF	PROJECT LOCATION MAP FLORIDAN WELL REHABILITATION PROGRAM FA-5, FA-6, FA-8, FA-9, FA-11, FA-12, FA-13		DRAWING: 1
SCALE: 1" = 1000'			SHEET: 1 OF 6

LTR.	REVISIONS	DATE	BY

©TOWN OF JUPITER






RO5 RWM Leak at Flange Adapter, 08/06/2024
Location of failure






JD
JOHNSON-DAVIS INC





TOWN MANAGER'S SIGNATURE REQUIRED

DOCUMENT TRANSMITTAL FORM

- USE FOR ALL DOCUMENTS REQUIRING THE TOWN MANAGER'S SIGNATURE THAT DO NOT REQUIRE TRANSMITTAL THROUGH THE TOWN CLERK'S OFFICE.
- DOCUMENTS THAT HAVE BEEN APPROVED AT THE TOWN COUNCIL LEVEL OR THAT REQUIRE THE MAYOR'S, TOWN ATTORNEY'S AND/OR TOWN CLERK'S SIGNATURE MUST BE TRANSMITTED THROUGH THE TOWN CLERK'S OFFICE.

DEPARTMENT AND STAFF CONTACT:	Utilities, Amanda Barnes **DIRECTOR NAME & SIGNATURE** Amanda Z. Barnes Digitally signed by Amanda Z. Barnes DN: C=US, E=amandab@jupiter.fl.us, O=Town of Jupiter, OU=Utilities Administration, CN=Amanda Z. Barnes Date: 2024.08.29 15:13:00-04'00' Amanda Z. Barnes
AGENCY,VENDOR OR PROVIDER:	Johnson-Davis, Inc.
DESCRIBE IN DETAIL SERVICE OR PRODUCT PURCHASED ANDTERMS:	(refer to page number(s), as necessary) Emergency repair to the 24" Floridan Aquifer (FA) raw water transmission main (RWM) located adjacent to FA Well RO-5 on the C-18 Canal, performed by Johnson-Davis (JD), one of the Utility's emergency on-call contractors. The leak interrupted delivery of an essential governmental service by limiting raw water supply to the RO water treatment plant to 1/2 capacity for 9 consecutive days until the repair was completed, the RWM passed bateriological testing, and the main was returned to service. Refer to attached detailed description (pg 2)
DOLLAR AMOUNT OF AGREEMENT OR CONTRACT & GL ACCOUNTS:	(refer to page number(s)) The cost of the emergency repair is estimated not exceed $60,211.19, as shown on the attached quotation (pgs 3 & 4) Funds can be transferred from FY2024 Water Utility contingency to Water Plant Repair and Maintenance (Acct. 40050133-546000).
BUDGET IMPACTS	☐ Approved In Operating Budget ☐ Approved In CIP Budget ☑ Emergency Purchase ☐ Budget Transfer Required ☐ Grant ☐ Sole Source Provider ☐ Scott Reynolds, Finance Director ☑ Dawn Clark, Asst Finance Director Dawn Clark
LEGAL REVIEW	Has the Agreement/Contract been reviewed for legal sufficiency by the Town Attorney? ☐ Yes ☐ No Automatic Renewal Terms (no change in Agreement/Contract) ☐ Yes ☐ No If no, describe change:
NUMBER OF DOCUMENTS TO BE SIGNED/SPECIAL INSTRUCTIONS:	TM's signature on this form approving issuance of a purchase order under the emergency provisions of the Town's purchasing policy.

Authorization to Proceed:

Frank Kitzerow, Town Manager

1

Detailed Description of RO5 Raw Watermain Emergency Repair

- Emergency repair to the 24" Floridan Aquifer (FA) raw water transmission main (RWM) located adjacent to FA Well RO-5 on the C-18 Canal.
- The leak was discovered by Town staff on 8/6/24 during routine inspection of the C-18 Canal well sites.
- Johnson-Davis (JD), one of the Utility's emergency on-call contractors, responded immediately to the Town's call for emergency assistance. Materials were ordered and delivered by 8/9/2024.
- The emergency repair work was started at 7:30am on Saturday, 8/10/24 and continued into early Sunday morning, 8/11/24.
- The repair required excavation of the existing 24" high density polyethylene (HDPE) raw watermain, HDPE flange adapters and pipe, HDPE certified welder with welding machine, dewatering, backfilling, compaction, and restoration.
- The leak interrupted delivery of FA raw water from 6 of the 12 existing FA wells to the RO plant, limiting plant production to 1/2 capacity (6 mgd).
- During this time the Nano Plant was operating at full capacity (14.5 mgd) to ensure storage tank levels were maintained and customer demands were met.
- The RO Plant was restored to full capacity on Wednesday, 8/14/24 after bacteriological test results were confirmed to be passing.

JOHNSON-DAVIS INC.
604 Hillbrath Drive
Lantana, Florida 33462
Tel : (561) 588-1170
Fax : (561) 585-5252

Quote: 92203
Job Name :
24" RWM Repair at RO5
Spec : Town of Jupiter
Jupiter WO No.: WO
Contract No.: S2029
PO No.: 20232072
Date: 8/19/2024
Page 1 of 1

24" RWM Repair

RO5

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	Indemnification	0	LS	$ 100.00	$ -
2	Bonds and Insurance	1	LS	$ 25.00	$ 25.00
3	4 Man Underground Construction Crew	43	HR	$ 280.00	$ 12,040.00
4	Overtime Multiplier for 4 Man Underground Crew	21	%	$ 1.10	$ 6,468.00
5	Combined Backhoe Loader w/operator	0	HR	$ 80.00	$ -
6	Hydraulic Excavator w/ Op	64	HR	$ 150.00	$ 9,600.00
7	Dump Truck w/operator	32	HR	$ 70.00	$ 2,240.00
8	Dewatering with 4" hydraulic pump	72	HR	$ 40.00	$ 2,880.00
9	Dewatering with wellpoints	0	DAY	$ 272.00	$ -
10	Asphalt Road Repair	0	SY	$ 30.00	$ -
11	Asphalt driveway apron	0	SY	$ 25.00	$ -
12	Concrete driveway apron replacement	0	SY	$ 40.00	$ -
13	Paver driveway repair	0	SF	$ 6.00	$ -
14	Concrete sidewalk	0	SY	$ 40.00	$ -
15	Valley Curb	0	LF	$ 30.00	$ -
16	Type D Curb	0	LF	$ 30.00	$ -
17	Bahia Sod	500	SY	$ 4.00	$ 2,000.00
18	Saint Augustine Sod	0	SY	$ 8.00	$ -
19	MOT/Port-O-John Service w/5% markup	1	LS	$ 23,311.13	$ 23,311.13
20	Misc. Materials w/15% markup	1	LS	$ 1,647.06	$ 1,647.06
				Total:	**$ 60,211.19**

Notes: Misc. services include subcontractor Isco
Survery and As-builts are not included.
Dump Fees and site are included.
Lab Testing provided by TOJ.

Includes ISCO quotation for materials, equipment and labor on next page.

Rental Quotation

ISCO

Bill To:

100160
JOHNSON-DAVIS, INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462

Ship To:

JOHNSON-DAVIS, INC.
TBD
JUPITER, FL 33410

Quote Number	09073406
Quote Date	08/08/24
Expiration Date	08/15/24
Page	1 of 2

Payment Terms NET 30	Customer Job/Project Name JUPITER EMERGENCY REPA	Written By JACK DOYLE
Freight Terms PREPAID AND ADD	Contact	Sales Rep FL EAST
Ship Via Best Way	Additional Info	

#	Qty	UM	Product	Description	Each	Extended
				HDPE PIPE + FITTINGS		
1	10	FT	10241114	24" DR 11 IPS PIPE HDPE AWWA	88.53	885.30
2	4	EA	50241111	24" DR 11 IPS FLANGE ADAPTER HDPE	450.00	1,800.00
3	4	EA	53240017	24" DR 11 IPS BACKUP RING DUCTILE IRON	294.05	1,176.20
4	4	EA	53240025	24" (ZN-PLATED) STD BOLTPACK (20) 1-1/4" X 13" STUD,NUT,WSH	740.21	2,960.84
				IN STOCK: MULBERRY, FL		
				** FREIGHT NOT INCLUDED. CUSTOMER TO PAY FREIGHT **		
			Subtotal			**6,822.34**
				RENTAL + TECH		
					Rate	
5	3	DAY	70900000	RENT 12" - 36" IPS T900 TRAC BUTT FUSION MACHINE	1150.00	3,450.00
6	2	DAY	71819000	RENT PIPE STAND FOR T900/T630	0.00	0.00
7	1	DAY	71839000	RENT LIFTING HARNESS FOR T900/ T630 OR NEW STYLE 8	0.00	0.00
8	1	DAY	71512400	RENT 24" IPS INSERT SET FOR 824/1236/T900/1648/20	0.00	0.00
9	1	DAY	71540630	RENT 630MM MASTER INSERT SET 1236/T900/1648/2065	0.00	0.00
10	1	EA	74050010	RENTAL MOBILIZATION	750.00	750.00
11	1	EA	74150010	RENTAL DE-MOBILIZATION DAILY RATE: $1,150 WEEKLY RATE: $5,750	750.00	750.00
12	1	EA	72300100	FUSION TECH MON-FRI DAILY RATE FOR 8 HOURS OR LESS (Per day tech on site. 8 hours per day)	1400.00	1,400.00
13	1	EA	72400150	TECHNICIAN MOBILIZATION/DEMOB (Covers tech travel to and from jobsite for one week)	1170.00	1,170.00
14	1	EA	72300201	TECHNICIAN PER DIEM (Per day tech on site)	340.00	340.00
15	1	EA	72300500	FUSION TECH SATURDAY RATE FOR 8 HOURS OR LESS (Per day tech on site on Saturday)	2100.00	2,100.00
16	1	EA	72300400	FUSION TECH SUN/HOLIDAY RATE FOR 8 HOURS OR LESS (Per day tech on site on Sunday)	2800.00	2,800.00
				WILL ONLY BE BILLED IF APPLICABLE		
17	1	HR	72300700	TECH HOURLY RATE BEYOND 8 HRS ON WEEKENDS AND HOLI (Per hour tech on site on Saturday's/Sunday's)	350.00	350.00
			Subtotal			**13,110.00**
				RENTAL + TECH		
				TECH/MACHINE AVAILABILITY SUBJECT TO TIME ORDER PLACED		

Rental Quotation

Bill To:

100160
JOHNSON-DAVIS, INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462

Ship To:

JOHNSON-DAVIS, INC.
TBD
JUPITER, FL 33410

Quote Number	09073406
Quote Date	08/08/24
Expiration Date	08/15/24
Page	2 of 2

#	Qty	UM	Product	Description	Each	Extended

ISCO Standard Terms and Conditions apply. Please visit https://www.isco-pipe.com/terms-and-conditions.aspx

Merchandise Total	Tax(1)	Freight(2)	Quote Total
19,932.34	1,245.95	0.00	US $ 21,178.29

1 Sales tax will be charged based on the ship to address at the time of invoice if there is no tax certificate on file.

2 Freight amount in this quote is an estimate only. Actual freight terms and charges will be determined at the time the order is placed.

Accepted By: _____

Printed Name: _____

Date: _____

From: Kate Moretto
To: Amanda Barnes; Frank Kitzerow; Scott Reynolds; Dawn Clark
Cc: Brittany George; Rebecca Wilder; Allyson Felsburg; Chris McKenzie
Subject: RE: RO5 Raw Watermain Leak
Date: Wednesday, August 7, 2024 9:09:30 AM
Attachments: image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image015.png
image016.png

Amanda,
Thank you for the update and please thank the whole team for their vigilance and quick reaction. Let us know if we need to do anything to assist with the options and recommendations for a quick solution.

What a testament to proactive monitoring and redundancy planning!

Kate Moretto
Assistant Town Manager

Phone 561 741 2575 **Mobile** 561 262 0435
Email katem@jupiter.fl.us
Web www.jupiter.fl.us
210 Military Trail, Jupiter, Florida 33458

From: Amanda Barnes <amandab@jupiter.fl.us>
Sent: Tuesday, August 6, 2024 5:37 PM
To: Frank Kitzerow <FrankK@jupiter.fl.us>; Kate Moretto <KateM@jupiter.fl.us>; Scott Reynolds <ScottR@jupiter.fl.us>; Dawn Clark <DawnC@jupiter.fl.us>
Cc: Brittany George <BrittanyG@jupiter.fl.us>; Rebecca Wilder <RebeccaW@jupiter.fl.us>; Allyson Felsburg <AllysonF@jupiter.fl.us>; Chris McKenzie <ChrisM@jupiter.fl.us>
Subject: RO5 Raw Watermain Leak
Importance: High

Frank, Kate, Scott & Dawn,
Hello. Ugh. During routine inspection of our Floridan Aquifer well sites along the C-18 Canal today our Plant Maintenance Supervisor, Austin Burg, recognized an unusual puddle of water on the ground surface. He suspected the water to be Floridan Aquifer raw water. After further investigation, with the assistance of our water field crew and equipment the area was excavated and a leak was discovered on the 24" diameter HDPE raw watermain, at a flange adapter. We have requested the assistance of Felix Civil Construction, the contractor installing the HDPE raw watermain on Island Way and who assisted with the recent HDPE repair at RO7. Felix observed today's leak and is evaluating options for repair based on material availability.

Unfortunately, this leak at RO5 is more critical than the leak that occurred at RO7, which only required RO7 to be removed from service until the leak was repaired. The leak at RO5 is located on the transmission main that conveys raw water from 6 wells located on the C-18 Canal, west of Florida's Turnpike. As a result, those 6 wells have been removed from service and our RO treatment production is limited to 6.0 million gallons/day (mgd). We do have full capacity of the 14.5 mgd nanofiltration plant and our production demands have been lower over the past week due to the recent rains.

Our goal is to have the repair completed by the end of the week, we have a couple options for repair, however at this point we are still waiting to find out material availability to determine what our options really are.

I will keep you updated as we gather more information.

I would like to commend water plant and water field staff who quickly mobilized manpower and equipment to the site and seamlessly worked together to excavate and inspect the leak, under the direction of Allyson Felsburg and Rebecca Wilder. Felix also responded quickly to inspect the leak for themselves.

Thank you,

Amanda Z. Barnes, P.E.
Director of Utilities

Phone 561-741-2537 **Mobile** 561-301-7632
Email amandab@jupiter.fl.us
Web www.jupiter.fl.us
17403 Central Blvd., Jupiter, Florida 33458

Purchase Order

BILL TO

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 #	20244360

Delivery must be made within doors of specified destination.

VENDOR

JOHNSON-DAVIS,INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462

SHIP TO

Utilities Administration
17403 Central Blvd
Jupiter, FL 33458

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
(561)588-1170	(561)585-5252	24004761	Rebecca Wilder / Keli Merrill

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/12/2024	1415	09/11/2024		Utilities Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Emergency Repair to RWM RO-5 The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Emergency repairs to 24" Floridan Aquifer raw water transmission main GL Account: 40050133 - 546000 $60,211.19	1.0		$60,211.19	$60,211.19

FILE COPY

By: _____
Authorized Signature

PO Total **$60,211.19**

TOWN OF JUPITER
STANDARD TERMS AND CONDITIONS OF
PURCHASE ORDER AGREEMENTS

(1) The delivery of the goods and/or services within the time specified is of the essence of this Purchase Order. Buyer shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the date(s) and time(s) specified. In the event Seller fails to make timely shipment, Buyer shall have the right to purchase elsewhere, and unless the delay was caused by unforeseeable circumstances beyond Seller's control, Seller shall reimburse Town for any additional charges incurred.

(2) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted.

(3) Calculations for invoice payment will be calculated from date Town receives the invoice.

(4) All packages MUST BEAR THE TOWN'S PURCHASE ORDER NUMBER on the shipping label.

(5) The risk of loss, injury or destruction, regardless of the cause shall be borne by the seller until delivery of goods to the specified destination, and Inspection and acceptance of the goods by Buyer. Rejected goods will be returned to Seller at Seller's risk and expense.

(6) Title of goods shall pass to Buyer upon acceptance.

(7) Seller warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to this Purchase Order shall:

(a) Conform in all respect to the description and specifications contained in this Purchase Order;
(b) Be merchantable and fit for the ordinary purposes for which such goods are used or Intended to be used;
(c) Be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by Buyer unless otherwise stipulated herein;
(d) be free from any security interests, liens or encumbrances; Seller warrants that it has good and marketable title to the goods delivered hereunder;
(e) Comply with the requirements of all applicable federal state and municipal laws, rules and regulations;
(f) Not infringe upon or violate any copyrights or patent rights.

No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Seller. All warranties shall remain in full force, notwithstanding acceptance and payment to Buyer.

(8) Seller shall indemnify and hold harmless Buyer for all damages, losses and liabilities arising out of the operations of Seller pursuant to this Purchase Order specifically including but not limited to those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defect existed at the time of shipment by Seller; the negligence of Seller in the marketing, sale, and/or provision of the goods and/or services under this Purchase Order. Seller agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.

(9) Seller shall comply with the Fair Labor Standards Act and Equal Employment Opportunity Provisions of Executive Orders.

(10) Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of Buyer.

(11) If items purchased are classified as toxic or hazardous substances under Chapter 403, Florida Statutes, Seller must submit copies of the Material Safety Data Sheet IMSOSI for each substance to the Town of Jupiter's Risk Management Coordinator,210 Military Trail, Jupiter, Florida 33458 and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.

(12) This Purchase Order shall be governed and construed according to the laws of the State of Florida.

(13) This Purchase Order contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications. This Purchase Order may not be changed except by written amendment signed by authorized agents of both Buyer and Seller.

(14) Any Shipment made in accordance with this Purchase Order constitutes an acceptance of the foregoing conditions.

(15) EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment.

(16) Non-Appropriation of Funds: It is understood that Town funds are contingent upon the availability of lawful appropriations by the Town Council. Subject to the applicable provisions of the Town Charter, the Town represents: that it has adequate funds to meet its obligations under this order for the full price set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such contract period. However, if the Town Council fails at any time during such contract period(s) to continue funding for any purchase order awarded, the Towns obligations under such contract(s) are terminated as of the date that the funding expires without further obligation to the Town.

(17) Vendor shall submit a certificate of insurance when required, listing the Town of Jupiter listed as "Additional Insured" for General and Automotive liability. Commercial General Liability coverage limits of $1,000,000 per occurrence combined single limit. Vendor shall also submit if requested by the Town, proof of Workers Comp insurance with limits as required by statue.

APPLICATION FOR PAYMENT NO. 1 WORK ORDER NO. 35

DATED: 9/25/2024 **PURCHASE ORDER #:** ~~20242029~~ 20244360

TO (OWNER): Town of Jupiter

FROM (CONTRACTOR): Johnson-Davis, Inc. **Vendor #:** 1415 **FEIN:** 59-1753888

CONTRACT FOR: Stormwater Utility Infrastructure Repairs Unit Price Contract

OWNER'S PROJECT NO.: S2029 **FOR WORK ACCOMPLISHED THROUGH:** 9/25/2024

STATEMENT OF WORK

Original Contract Price	$60,211.19	Work to Date	$60,211.19
Net Change Orders, #		Materials Stored	$0.00
Current Contract Price	$60,211.19	Amount Retained	$0.00
Original Contract Completion Dates:		Subtotal	$60,211.19
Substantial Completion Date	September 25, 2024	Previous Payments Recommended	$0.00
Final Completion Date	September 25, 2024	Amount Due This Application	$60,211.19
Net Changes by Change Order #, Days	0		
Current Contract Completion Dates:			
Substantial Completion Date	September 25, 2024		
Final Completion Date	September 25, 2024		

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered __1__ through __1__ Inclusive, and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond applicable to Owner).

Johnson-Davis, Inc.

Dated: 9/25/2024 By: Colby Perry

Colby Perry, Project Manager

Owner's Recommendation:
This application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Town of Jupiter, Owner

Dated: _____ By: _____

Steven Montemayor, P.E.

Utilities Engineer

JOHNSON-DAVIS INC.
604 Hillbrath Drive
Lantana, Florida 33462
Tel : (561) 588-1170
Fax : (561) 585-5252

Invoice: 92203
Job Name :
24" RWM Repair at RO5
Spec : **Town of Jupiter**
Jupiter WO No.: WO
Contract No.: S2029
PO No.: 20232072
Date: 9/18/2024
Page 1 of 1

24" RWM Repair

RO5

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	Indemnification	0	LS	$ 100.00	$ -
2	Bonds and Insurance	1	LS	$ 25.00	$ 25.00
3	4 Man Underground Construction Crew	49	HR	$ 280.00	$ 13,720.00
4	Overtime Multiplier for 4 Man Underground Crew	18	%	$ 1.10	$ 5,544.00
5	Combined Backhoe Loader w/operator	0	HR	$ 80.00	$ -
6	Hydraulic Excavator w/ Op	55	HR	$ 150.00	$ 8,250.00
7	Dump Truck w/operator	32.50	HR	$ 70.00	$ 2,275.00
8	Dewatering with 4" hydraulic pump	0	HR	$ 40.00	$ -
9	Dewatering with wellpoints	0	DAY	$ 272.00	$ -
10	Asphalt Road Repair	0	SY	$ 30.00	$ -
11	Asphalt driveway apron	0	SY	$ 25.00	$ -
12	Concrete driveway apron replacement	0	SY	$ 40.00	$ -
13	Paver driveway repair	0	SF	$ 6.00	$ -
14	Concrete sidewalk	0	SY	$ 40.00	$ -
15	Valley Curb	0	LF	$ 30.00	$ -
16	Type D Curb	0	LF	$ 30.00	$ -
17	Bahia Sod	0	SY	$ 4.00	$ -
18	Saint Augustine Sod	0	SY	$ 8.00	$ -
19	MOT/Port-O-John Service w/5% markup	1	LS	$ 24,354.14	$ 24,354.14
20	Misc. Materials w/15% markup	1	LS	$ 6,043.05	$ 6,043.05
				Total:	**$ 60,211.19**

Notes: Misc. services include subcontractor Isco, MWI, Dump Fee, and Griffin Sod
Survery and As-builts are not included.
Lab Testing provided by TOJ.
JD Total invoice was $63,198.31, we will keep the amount due
the contracted $60,211.19 (deduction off the materials to balance invoice)

CREW TIME BREAKDOWN

JOB # 92203 77th Trail 24" RWM Repair

CREW	Casey 8/8-8/15	Overtime 8/10/24		MAN HRS.
FOREMAN	49			49.00
BH OPERATOR				0.00
PIPELAYER	49			49.00
SKILLED LABOR	49			49.00
			Total man hrs.	*147.00*
Over Time		18	1.1% Increase	*19.80*
			Man hrs/4 man crew	**166.80**
Dump Truck	32.5			**32.50**
Hyd. Excavator	55			
Backhoe Ldr.				**0.00**
4" pump				

Materials	
Coastal Materials	$1,296.00
Core & Main	$642.00
Home Depot	$126.68
Maschmeyer	$1,258.32
K&M Electric Supply	$69.32
Total =	**$3,392.32**

Equipment	
I-Beams	$2,124.00
Road Plates	$2,336.00
Total =	**$4,460.00**

Subs	
Dan Griffin Sod	$3,690.00
Isco	$18,464.69
MWI	$967.28
Dump Fee	$72.45
Total =	**$23,194.42**

Total Invoice = *$63,198.31*

DAILY REPORT

JOHNSON-DAVIS INC. 604 HILLBRATH DRIVE LANTANA, FL 33462 PHONE: 561-588-1170 FAX: 561-585-5252	92203	77th Trail 24" Raw Water Repair
	Date: 08/08/2024	Day: Thursday
	Weather:	Hot (85 - 100); Sunny; Normal Ground

Start Time:

Location:

#	Employee Name:	Cost Code / Position	1250	1600	5000						Total Man Hours	Type of Equip	Equip. Number	Hours Used
1534	Booth, Casey J	FORE	1.00	2.00	5.00						8.00	50	50-0349	8.00
1541	Tuso, Joseph L	BACK	1.00	2.00	5.00						8.00	35	35-0091	8.00
1310	Louisca, Renel	PIPE	1.00	2.00	5.00						8.00			
1145	Bagford, Erick J	SKLB	1.00	2.00	5.00						8.00			

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed

MATERIAL DELIVERY LOG

Ticket #	Item	Supplier:	Delivered By:

Notes:
Trench Depth:7'
Locate Number:
Exposure to Traffic:no
Water in Trench:no
Equipment Breakdown:no
1600: Cut down two carrot trees and one Laurel Oak all trees around 10 inches in diameter and trimmed a lot more so equipment could operate
5000: Dug up and exposed 24 inch HDPE pipe to get the od the west side is 24.10 and the east side is 24.70

8.0 hrs

Equipment Maintenance:

Date: 08/08/2024 Foreman: Booth, Casey J	Date: 08/12/2024 Superintendent: Roger Arnold	Date: 08/12/2024 Project Manager: Colby Perry

DAILY REPORT

JOHNSON-DAVIS INC. 604 HILLBRATH DRIVE LANTANA, FL 33462 PHONE: 561-588-1170 FAX: 561-585-5252	92203	77th Trail 24" Raw Water Repair	
	Date: 08/09/2024	Day: Friday	
	Weather:	Hot (85 - 100); Partly Sunny / Cloudy; Normal Ground	

Start Time:

Location:

#	Employee Name:	Cost Code / Position	5000								Total Man Hours	Type of Equip	Equip. Number	Hours Used
1534	Booth, Casey J	FORE	9.50								9.50	50	50-0349	9.50
1541	Tuso, Joseph L	BACK	9.50								9.50	35	35-0091	9.50
1310	Louisca, Renel	PIPE	9.50								9.50	20	20-0078	9.50
1145	Bagford, Erick J	SKLB	9.50								9.50	30	30-0050	9.50

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed

MATERIAL DELIVERY LOG

Ticket #	Item	Supplier:	Delivered By:

Notes:
Trench Depth:7'
Locate Number:
Exposure to Traffic:no
Water in Trench:no
Equipment Breakdown:no
5000: Expose pipe and got wheel loader and bigger excavator delivered. Got deliveries from isco and made the 12 foot spool piece to drop in for the repair.

9.5 hrs

Equipment Maintenance:

Date:	08/09/2024	Date:	08/12/2024	Date:	08/12/2024
Foreman:	Booth, Casey J	Superintendent:	Roger Arnold	Project Manager:	Colby Perry

DAILY REPORT

JOHNSON-DAVIS INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462
PHONE: 561-588-1170
FAX: 561-585-5252

92203 — 77th Trail 24" Raw Water Repair

Date: 08/10/2024 — Day: Saturday

Weather: Extremely Hot (100+); Sunny; Heavy Rain;

Start Time:

Location:

#	Employee Name:	Cost Code / Position	2000	2050	5000	$ 392 / EIA					Total Man Hours	Type of Equip	Equip. Number	Hours Used
1534	Booth, Casey J	FORE	0.00	0.00	18.00						18.00	50	50-0349	18.00
1541	Tuso, Joseph L	BACK	0.00	0.00	18.00						18.00	35	35-0091	18.00
1310	Louisca, Renel	PIPE	0.00	0.00	18.00						18.00	20	20-0078	18.00
1145	Bagford, Erick J	SKLB	0.00	0.00	18.00						18.00	30	30-0050	18.00

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed

MATERIAL DELIVERY LOG

Ticket #	Item	Supplier:	Delivered By:

Notes:
Trench Depth:9'
Locate Number:
Exposure to Traffic:no
Water in Trench:yes
Equipment Breakdown:no
2000: Ram pump for 10 hours after cutting a window in the pipe to drain it
2050: Used rental pump 6 inch for 10 hours
5000: Dug back roughly 100 feet each side of the hole to expose a electrical line so we could have more room for the fusing machine cut window in the pipe and started to drain into the canal with a turbidity tube Cut out 13 feet of pipe installed a 24 inch airbag on the west side because pipe was bypassing valve and fused new flanges on the existing pipe in the hole then had to rotate fusing machine 180ø because of utilities to remove it from the pipe once that was completed we were able to drop in the premade 12 foot spool piece. was informed not to use flange gaskets. The spool piece was two inches short bolted west side down first thightend them in specific order of 1-11-6-16,3-13-8-18,5-10-15-20,2-12-7-17,4-14-9-19.. and repeated this order on the other side until the gap closed completed bolting pipe on at 12:30 am and had to wait until the pipe filled with water and was backfilled left job at 1:30 am

18 hrs total
- 12 hrs regular
- 6 hrs OT

Equipment Maintenance:

Date:	08/10/2024	Date:	08/12/2024	Date:	08/12/2024
Foreman:	Booth, Casey J	Superintendent:	Roger Arnold	Project Manager:	Colby Perry

Foremen Saturday Pay Request

#1534

$392

#15

Foreman Name: __casey booth_____

Date Worked: ____8-10-24_____

Reason for Working: _____isco back out to fuse24 inch flange adapters on toj raw water line. Existing 24 in flange backing failed. We sawcut flanges out of the way about 12 ft lay length. __fused new flanges on cut sections and a spool piece 12.5 feet long. Had to dig back 100 feet in both directions to get enough slack to move a 4 in fpl, a 2 in communication line sand a grounding cable for the well. We were 8 feet deep close to a homeowners property line. Used steel plates and h beems to safe up property line. Used a rental 6 in pump from mwi to dewater line approximately 5000 feet. Rocked the bottom and used as sump to dewater the ground also. Tied in new 24 in spool piece. The town would not allow excavation to be left open so backfilled and safed up. Worked from 7am to 1 am. 18 hours_____

Job # / Cost code__92203 Job # Cost Code 5000

Requested By (Super): __roger arnold_____

Approved By (Gen. Super): _____

Approved by Scott Johnson: _____

Clark Cryer 8/12/2024

Received by Payroll: _____ 8/13/24

1960

Note: Have Copies, discussing w/ Isco a back charge potential. Will provide to PM for accountability.

DAILY REPORT

JOHNSON-DAVIS INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462
PHONE: 561-588-1170
FAX: 561-585-5252

92203 | 77th Trail 24" Raw Water Repair | 3 3/8 KEPR

Date: 08/12/2024 | Day: Monday

Weather: Extremely Hot (100+); Sunny; Normal Ground

Start Time: delete | Location: 36th St

#	Employee Name:	Cost Code Position	1350	5000							Total Man Hours	Type of Equip	Equip. Number	Hours Used
1534	Booth, Casey J	FORE	7.00	3.50							10.50	50	50-0349	10.50
1541	28 Tuso, Joseph L 45	BACK	7.00	3.50							10.50	35	35-0091	10.50
1310	34 Louisca, Renel 45	PIPE	7.00	3.50							10.50	30	30-0050	10.50
1145	36 Bagford, Erick J 45	SKLB	7.00	3.50							10.50			
1210	8 T. Campbell 40													

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed
1350	DENSITY TESTING / VIBRATION MONITORING	1

MATERIAL DELIVERY LOG

Ticket #	Item	Supplier:	Delivered By:

Notes:
Trench Depth:6'
Locate Number:
Exposure to Traffic:no
Water in Trench:no
Equipment Breakdown:no
1350: Density tested in 1' lifts 5 lifts total
5000: Dug up both flanges and tightened them down again and backfilled in one foot lifts

7.0 hrs

ENTERED AUG 2 1 2024

Equipment Maintenance:

Date:	08/12/2024	Date:	08/13/2024	Date:	08/14/2024
Foreman:	Booth, Casey J	Superintendent:	Roger Arnold	Project Manager:	Colby Perry

DAILY REPORT

JOHNSON-DAVIS INC. 604 HILLBRATH DRIVE LANTANA, FL 33462 PHONE: 561-588-1170 FAX: 561-585-5252	92203	77th Trail 24" Raw Water Repair
	Date: 08/14/2024	Day: Wednesday
	Weather:	Hot (85 - 100); Sunny; Normal Ground

Start Time:

Location:

#	Employee Name:	Cost Code / Position	5000								Total Man Hours	Type of Equip	Equip. Number	Hours Used
1534	Booth, Casey J	FORE	9.00								9.00	50	50-0349	0.00
1541	Tuso, Joseph L	BACK	9.00								9.00	35	35-0091	9.00
1310	Louisca, Renel	PIPE	9.00								9.00	30	30-0050	4.00
1145	Bagford, Erick J	SKLB	9.00								9.00			

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed

MATERIAL DELIVERY LOG

Ticket #	Item	Supplier:	Delivered By:

Notes:
Trench Depth:5'
Locate Number:
Exposure to Traffic:no
Water in Trench:no
Equipment Breakdown:no
5000: Replaced 45 feet of 4 inch schedule 80 conduit pipe, compacted for density, laid concrete in the hole to keep electrical lines safe The concrete dimensions were 67'Lx22"Wx6"T approximately 1.5 feet above main electric line and 2 foot below top grade had one load of concrete taken out and one load of tree trimmings

9.0 hrs

C. Requested
Thus Off 8/15/24
NP

Equipment Maintenance:

Date:	08/14/2024	Date:	08/19/2024	Date:	08/16/2024
Foreman:	Booth, Casey J	Superintendent:	Roger Arnold	Project Manager:	Colby Perry

Page 2

DATE: 8-8-24

DAY OF WEEK: Thurs

DRIVER: Dwayne T

VEHICLE #: 45-331

13	START TIME: 6	Location: JD yard			
	TASK: pretrip / fuel				
	DESTINATION: Walnut				
	TIME OUT: 630	JOB NO: 726cc	TOTAL: 5		
14	TIME IN 645	Location: Walnut			
	TASK: Load Concrete				
	DESTINATION: ALLstar				
	TIME OUT: 700	JOB NO: 9285	TOTAL: 5		
15	TIME IN 715	Location: ALLstar			
	TASK: Dump Concrete				
	DESTINATION: Walnut				
	TIME OUT: 730	JOB NO: 9285	TOTAL: 5		
16	TIME IN 745	Location: Walnut			
	TASK: Load Concrete				
	DESTINATION: ALLstar				
	TIME OUT: 800	JOB NO: 9285	TOTAL: 5		
17	TIME IN 815	Location: ALLstar			
	TASK: Dump Concrete				
	DESTINATION: Park Ave				
	TIME OUT: 830	JOB NO: 9285	TOTAL: 5		
18	TIME IN 845	Location: Park Ave			
	TASK: Cleanup				
	DESTINATION: SWA				
	TIME OUT: 900	JOB NO: 8613c	TOTAL: 5		
19	TIME IN 915	Location: SWA			
	TASK: Dump trash dirt				
	DESTINATION: ALLstar				
	TIME OUT: 930	JOB NO: 8613c	TOTAL: 5		
20	TIME IN 1015	Location: ALLstar			
	TASK: Load 57 Stone				
	DESTINATION: Vista (Emerald Stone)				
	TIME OUT: 1030	JOB NO: 62178	TOTAL: 10		
21	TIME IN 1045	Location: Vista (Emerald Stor			
	TASK: Dump 57				
	DESTINATION: Walnut				
	TIME OUT: 1100	JOB NO: 62178	TOTAL: 5		
22	TIME IN 1145	Location: Walnut			
	TASK: Load Asphalt				
	DESTINATION: ALLstar				
	TIME OUT: 1215	JOB NO: 9285	TOTAL: 12.5		
23	TIME IN 1230	Location: ALLstar			
	TASK: Dump Asphalt				
	DESTINATION: Walnut				
	TIME OUT: 1245	JOB NO: 9285	TOTAL: 5		
24	TIME IN 1:00	Location: ~~Park~~ Walnut			
	TASK: Load concrete				
	DESTINATION: ALLstar				
	TIME OUT: 130	JOB NO: 9285	TOTAL: 7.5		

Driver's Signature

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
13	726cc	.75	
14	9285	6.25	1250..
15	8613c	1.0	
16	62178	1.5	
17	9203	2.25	
18		.	
19		.	
20		.	2.25
21		.	
22		.	
23		.	
24		.	
	TOTAL HOURS	11.75	
	TIME SHEETS CODED BY	CC	
	TIME CARDS VERIFIED BY		

Copied

Notes:

5 Loads Cleanup from Walnut to ALLsta

Triaxle

copied: JH

Form Updated 11/20/13(Phil)

12

Page 1 of 2

DAILY DRIVER'S REPORT

DATE: 8-8-24 DRIVER: Dwayne T

DAY OF WEEK: Thurs VEHICLE #: 451-331

1	START TIME: 145	Location: ALL Star			
	TASK: Dump Concrete				
	DESTINATION: Walnut				
	TIME OUT: 200	JOB NO: 9185	TOTAL: 5		
2	TIME IN 215	Location: Walnut			
	TASK: Load Dirt				
	DESTINATION: ALL Star				
	TIME OUT: 245	JOB NO: 9185	TOTAL: 75		
3	TIME IN 300	Location: ALL Star			
	TASK: Dump Dirt				
	DESTINATION: ALL Star				
	TIME OUT: 315	JOB NO: 9185	TOTAL: 5		
4	TIME IN 315	Location: ALL Star			
	TASK: Load SM Stone				
	DESTINATION: 77th trail (Emergency)				
	TIME OUT: 415	JOB NO: 9203	TOTAL: 1.0		
5	TIME IN 445	Location: 77th trail			
	TASK: —— no Location				
	DESTINATION: JD yard				
	TIME OUT: 445	JOB NO: 9203	TOTAL: 1.25		
6	TIME IN 530	Location: JD yard			
	TASK: post trip				
	DESTINATION:				
	TIME OUT: 545	JOB NO: 7766	TOTAL: 25		
7	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
8	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
9	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
10	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
11	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
12	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
	TOTAL HOURS		

TIME SHEETS CODED BY

TIME CARDS VERIFIED BY

Driver's Signature

Notes:

DAILY DRIVER'S REPORT

DATE: 2/9/24

DAY OF WEEK: Fri

DRIVER: Glenroy

VEHICLE #: 50-335

1	START TIME: 8 AM	Location: J.D yard		
	TASK: Fuel			
	DESTINATION: M W I			
	TIME OUT: 810 AM	JOB NO:	TOTAL:	
2	TIME IN 841 AM	Location: M W I		
	TASK: Hoses & Pump			
	DESTINATION: Donalross Rd			
	TIME OUT: 915 AM	JOB NO: 92203	TOTAL: 5	
3	TIME IN 10.18 AM	Location: Jupiter		
	TASK: ~~Pump~~ Pump Hoses			
	DESTINATION: J D yard			
	TIME OUT: 1130 AM	JOB NO: 92203	TOTAL: 2.25	
4	TIME IN 12. PM	Location:		
	TASK: Pick up Pump			
	DESTINATION: Bell Blade			
	TIME OUT: 12.20 PM	JOB NO: G2441	TOTAL: 1.0	
5	TIME IN 150 PM	Location:		
	TASK: Drop of Pump			
	DESTINATION: Holland			
	TIME OUT: 211 PM	JOB NO: G2441	TOTAL: 1.5	
6	TIME IN 320 PM	Location: Holland		
	TASK: Drop Trailor			
	DESTINATION: J D			
	TIME OUT: 346 PM	JOB NO: G2441	TOTAL: 1.75	
7	TIME IN 445 PM	Location: J D yard		
	TASK:			
	DESTINATION:			
	TIME OUT:	JOB NO:	TOTAL:	
8	TIME IN	Location:		
	TASK:			
	DESTINATION:			
	TIME OUT:	JOB NO:	TOTAL:	

9	TIME IN	Location:		
	TASK:			
	DESTINATION:			
	TIME OUT:	JOB NO:	TOTAL:	
10	TIME IN	Location:		
	TASK:			
	DESTINATION:			
	TIME OUT:	JOB NO:	TOTAL:	
11	TIME IN	Location:		
	TASK:			
	DESTINATION:			
	TIME OUT:	JOB NO:	TOTAL:	
12	TIME IN	Location:		
	TASK:			
	DESTINATION:			
	TIME OUT:	JOB NO:	TOTAL:	

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
1	92203	2.75	
2	G2441	4.25	250..
3	Trac	1.75	
4		.	
5		.	
6		.	2.75
7		.	
8		.	
9		.	
10		.	
11		.	
12		.	
	TOTAL HOURS	8.75	

TIME SHEETS CODED BY: AY

TIME CARDS VERIFIED BY:

Driver's Signature

Notes:

Flat

DAILY DRIVER'S REPORT

DATE: 8/9/24 DRIVER: DERRICK CLEMMONS

DAY OF WEEK: FRIDAY VEHICLE #: 45-375

1 START TIME: 6:30 AM | Location: JD YARD
TASK: PRELOADED TRASH FROM WOODDUCK
DESTINATION: SWA
TIME OUT: 6:50 AM | JOB NO: 726a | TOTAL: .5

2 TIME IN 7:20 AM | Location: SWA
TASK: dump TRASH
DESTINATION: ALLSTAR
TIME OUT: 7:35 AM | JOB NO: 12088 | TOTAL: .5

3 TIME IN 8:00 AM | Location: ALLSTAR
TASK: LOAD ½ 57 ROCK
DESTINATION: 77TH TRAIL 24 RW REPAIR
TIME OUT: 8:05 AM | JOB NO: 92203 | TOTAL: .5

4 TIME IN 8:40 AM | Location: 24 RW REPAIR
TASK: dump 57 ROCK
DESTINATION: MACARTHUR
TIME OUT: 8:50 AM | JOB NO: 92203 | TOTAL: 1.0

5 TIME IN 10:00 AM | Location: MACARTHUR
TASK: LOAD TRASH
DESTINATION: SWA
TIME OUT: 10:25 AM | JOB NO: 32183 | TOTAL: 1.5

6 TIME IN 11:25 AM | Location: SWA
TASK: dump TRASH
DESTINATION: RANGER
TIME OUT: 11:40 AM | JOB NO: 32183 | TOTAL: .25

7 TIME IN 12:15 pm | Location: RANGER
TASK: LOAD 18.25 TONS 9.5 Asphalt
DESTINATION: WALNUT
TIME OUT: 12:30 pm | JOB NO: 92185 | TOTAL: .75

8 TIME IN 12:50 pm | Location: WALNUT
TASK: distribute HOT Asphalt
DESTINATION: LOAD dirt
TIME OUT: 3:10 pm | JOB NO: 92185 | TOTAL: 2.75

Driver's Signature

9 TIME IN 3:50 pm | Location: 13309 41 ST
TASK: dump Rocky dirt
DESTINATION: JD YARD
TIME OUT: 3:55 pm | JOB NO: 92185 | TOTAL: 1.5

10 TIME IN 4:45 pm | Location: JD YARD
TASK: FUEL TRUCK
DESTINATION:
TIME OUT: 4:55 pm | JOB NO: 726a | TOTAL: .25

11 TIME IN | Location:
TASK:
DESTINATION:
TIME OUT: | JOB NO: | TOTAL:

12 TIME IN | Location:
TASK:
DESTINATION:
TIME OUT: | JOB NO: | TOTAL:

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
1	726a	.75	
2	12088	.5	
3	92203	1.5	
4	32183	2.75	
5	92185	5.0	1750..
6		.	
7		.	
8		.	1.5
9		.	
10		.	
11		.	
12		.	
	TOTAL HOURS	10.5	
	TIME SHEETS CODED BY	CU	
	TIME CARDS VERIFIED BY		

Notes:

Trimble

DAILY DRIVER'S REPORT

DATE: 08-09-2024 DRIVER: RICHARD SCHILL

DAY OF WEEK: FRIDAY VEHICLE #: 45-241

1	START TIME: 600AM	Location: SD YARD LANTANA			
	TASK: PERTRIP / 20-C3				
	DESTINATION: AET 10I P.S.L				
	TIME OUT: 715 AM	JOB NO: 7266	TOTAL: 1.5		
2	TIME IN 815AM	Location: AET 10I P.S.L			
	TASK: 20-C3				
	DESTINATION: DEL PRADO				
	TIME OUT: 830AM	JOB NO: 3242	TOTAL: 2.0		
3	TIME IN 945AM	Location: DEL PRADO			
	TASK: 20-C3				
	DESTINATION: MACARTHUR.				
	TIME OUT: 1015AM	JOB NO: 3242	TOTAL: 1.75		
4	TIME IN 1145 AM	Location: MACARTHUR.			
	TASK: 20-78				
	DESTINATION: JUPITER EMERGENCY				
	TIME OUT: 1215PM	JOB NO: 9203	TOTAL: 2.0		
5	TIME IN 130PM	Location: JUPITER EMERGENCY			
	TASK: 20-78				
	DESTINATION: MACARTHUR				
	TIME OUT: 200PM	JOB NO: 9203	TOTAL: 1.75		
6	TIME IN 300 PM	Location: MACARTHUR			
	TASK: 30-61 / 30-61 SIDE BUCKET				
	DESTINATION: LAWRENCE ROAD. SOUTHSIDE				
	TIME OUT: 330 PM	JOB NO: 3281	TOTAL: 1.5		
7	TIME IN 515 PM	Location: LAWRENCE ROAD			
	TASK: 30-61 SIDE BUCKET SOUTHSIDE PERLOAD.				
	DESTINATION: SD YARD LANTANA.				
	TIME OUT: 545 PM	JOB NO: 3281	TOTAL: 2.5		
8	TIME IN 600PM	Location: SD YARD LANTANA			
	TASK: FUEL / PERTRIP				
	DESTINATION:				
	TIME OUT: 630PM	JOB NO: 7266	TOTAL: 1.5		

9	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
10	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
11	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
12	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
1	7266	1.0	
2	3242	3.75	
3	9203	3.75	
4	3281	4.0	1250 -
5			
6			
7			3.75
8			
9			
10			
11			
12			
	TOTAL HOURS	12.5	

TIME SHEETS CODED BY

TIME CARDS VERIFIED BY

Driver's Signature

Notes: #2 AET 10I P.S.L POSTPONE TILL NEXT WEEK DRY RUN.

Lowboy

DAILY DRIVER'S REPORT

DATE: 8-9-24 DRIVER: Steve Tracy

DAY OF WEEK: FRI. ☺ VEHICLE #: 45-279

1 START TIME: 6:00 Location: JD
TASK: Pre-Trip
DESTINATION: Pompano
TIME OUT: 7:00 JOB NO: 726a TOTAL: 5

2 TIME IN 7:45 Location: Pompano
TASK: Load Concrete
DESTINATION: JD
TIME OUT: 11:00 JOB NO: 3244 TOTAL: 4.5

3 TIME IN 11:45 Location: JD
TASK: move 279 onto Pad for repairs
DESTINATION: ~~Jaa~~ Jaeger
TIME OUT: 12:45 JOB NO: 726c TOTAL: 1.75

4 TIME IN 1:15 Location: Jaeger
TASK: Clean up Jaeger (57 Stone to yard
DESTINATION: JD
TIME OUT: 2:15 JOB NO: 8692 TOTAL: 1.5

5 TIME IN 2:45 Location: JD
TASK: dump 57 Stone / Load Road Plate and I Beam
DESTINATION: 167th ct N
TIME OUT: 3:15 JOB NO: 86129 TOTAL: 1.0

6 TIME IN 3:45 Location: 167th ct N
TASK: Unload I Beam + road Plate
DESTINATION: JD
TIME OUT: 4:15 JOB NO: 9203 TOTAL: 1.75

7 TIME IN 5:00 Location: JD
TASK: fuel runners truck / drop tag a long
DESTINATION: JD
TIME OUT: 5:30 JOB NO: 726c TOTAL: 5

8 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

9 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

10 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

11 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

12 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
1	726c	2.75	
2	3244	4.5	1250..
3	86129	2.5	1250..
4	9203	1.75	
5		•	
6		•	
7		•	1.75
8		•	
9		•	
10		•	
11		•	
12		•	
	TOTAL HOURS	11.5	

TIME SHEETS CODED BY: NS W.P.

TIME CARDS VERIFIED BY:

Driver's Signature

Notes: Clutch went out waiting on tow truck #2 Flat

DAILY DRIVER'S REPORT

#1405

DATE: 8/12/24 DRIVER: DERRICK Clemmons

DAY OF WEEK: MONDAY VEHICLE #: 45-375

1	START TIME: 6:30 AM	Location: JDYARD			
	TASK: CLEAN UP SITE				
	DESTINATION: WOODDUCK				
	TIME OUT: 6:30 AM	JOB 726a	TOTAL:		
2	TIME IN 7:10 AM	Location: WOODDUCK			
	TASK: LOADS OUT: 1-Rocky dirt, 1-dirt				
	DESTINATION: 13309 41st, ALLSTAR				
	TIME OUT: 10:40 AM	JOB NO: 12088	TOTAL: 4.25		
3	TIME IN 11:20 AM	Location: ALLSTAR			
	TASK: dump dirt				
	DESTINATION: WALNUT				
	TIME OUT: 11:30 AM	JOB NO: 12088	TOTAL: .75		
4	TIME IN 11:45 AM	Location: WALNUT			
	TASK: LOAD GRASSY DIRT				
	DESTINATION: 13309 41ST				
	TIME OUT: 12:25pm	JOB NO: 92185	TOTAL: 1.0		
5	TIME IN 1:00 pm	Location: 13309 41ST			
	TASK: dump GRASSY DIRT				
	DESTINATION: 77th TRAIL 24"RW Repair				
	TIME OUT: 1:05 pm	JOB NO: 92185	TOTAL: .5		
6	TIME IN 2:00 pm	Location: RW Repair			
	TASK: Hold / LOAD TREES				
	DESTINATION: SWA				
	TIME OUT: 3:45 pm	JOB NO: 92203	TOTAL: 2.75		
7	TIME IN 4:15 pm	Location: SWA			
	TASK: Hold / dump TREES				
	DESTINATION: JDYARD				
	TIME OUT: 5:30 pm	JOB NO: 92203	TOTAL: 1.3		
8	TIME IN 6:10 pm	Location: JDYARD			
	TASK: Fuel TRUCK				
	DESTINATION:				
	TIME OUT: 6:20 pm	JOB N 726a	TOTAL: .25		

9	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
10	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
11	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		
12	TIME IN	Location:			
	TASK:				
	DESTINATION:				
	TIME OUT:	JOB NO:	TOTAL:		

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
1	726a	.25	
2	12088	5.0	1250..
3	92185	1.5	1250..
4	92203	5.25	1250..
5		.	
6	CP	.	
7	Copied	.	5.25
8		.	
9		.	
10		.	
11		.	
12		.	
	TOTAL HOURS	12.0	
	TIME SHEETS CODED BY	CC CP	
	TIME CARDS VERIFIED BY		

Driver's Signature

ENTERED AUG 2 0 2024

Notes:

Triaxle

30.50

DAILY DRIVER'S REPORT

DATE: 8/13/24 DRIVER: DERRICK CLEMMONS

DAY OF WEEK: Tuesday VEHICLE #: 45-375

1 START TIME: 6:30 AM Location: JD YARD
TASK: CLEAN UP SITE
DESTINATION: WOODDUCK
TIME OUT: 6:40 AM JOB NO: 726a TOTAL: .25

2 TIME IN 7:15 AM Location: WOODDUCK
TASK: MATERIAL NOT READY
DESTINATION: 77th TRAIL 24"RW REPAIR
TIME OUT: 7:25 AM JOB NO: 12088 TOTAL: .75

3 TIME IN 7:50 AM Location: 24"RW REPAIR
TASK: Hold / CANCELED
DESTINATION: WESTGATE
TIME OUT: 8:00 AM JOB NO: 9220.3 TOTAL: .5

4 TIME IN 8:30 AM Location: WESTGATE
TASK: CONCRETE LOADS OUT: IIII = 7
DESTINATION: ALLSTAR
TIME OUT: 3:45 pm JOB NO: 32121 TOTAL: 7.75

5 TIME IN 4:05 pm Location: ALLSTAR
TASK: CONCRETE LOADS DUMP: 7
DESTINATION: JD YARD
TIME OUT: 4:10 pm JOB NO: 32121 TOTAL: .5

6 TIME IN 4:40 pm Location: JD YARD
TASK: FUEL, WASH TRUCK
DESTINATION:
TIME OUT: 6:30 pm JOB NO: 726a TOTAL: 1.75

7 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

8 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

9 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

10 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

11 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

12 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
1	726a	2.0	
2	12088	.75	1250..
3	9203	.5	1250..
4	32121	8.75	1250..
5		.	
6	CP Copied	.	
7		.	
8		.	.5
9		.	
10		.	
11		.	
12		.	
	TOTAL HOURS	12.0	

TIME SHEETS CODED BY W.P. CP

TIME CARDS VERIFIED BY

Driver's Signature

Notes:

Triaxle

DATE: 8/14/24

DAY OF WEEK: Wednesday

DRIVER: DERRICK Clemmons

VEHICLE #: 45-375

13	START TIME: 6:30 AM	Location: JD YARD		
	TASK: MASONSAND			
	DESTINATION: LAKE WALES			
	TIME OUT: 6:40 AM	JOB NO 726a	TOTAL: .25	
14	TIME IN 8:50 AM	Location: LAKE WALES		
	TASK: Load MASONSAND			
	DESTINATION: JD YARD			
	TIME OUT: 9:10 AM	JOB NO: 2400	TOTAL 2.5	
15	TIME IN 11:30 AM	Location: JDYARD		
	TASK: dump MASONSAND			
	DESTINATION: 77th TRAIL 24" RW REPAIR			
	TIME OUT: 11:40 AM	JOB NO: 2400	TOTAL: 2.5	
16	TIME IN 12:10 pm	Location: 24" RW REPAIR		
	TASK: LOADS OUT: 1-TREES, 1-CONCRETE			
	DESTINATION: SWA, ALLSTAR			
	TIME OUT: 4:00 PM	JOB NO: 92203	TOTAL: 4.5	
17	TIME IN 4:50 PM	Location: ALLSTAR		
	TASK: dump CONCRETE			
	DESTINATION: JD YARD			
	TIME OUT: 4:55 PM	JOB NO: 92203	TOTAL: .25	
18	TIME IN 5:20 pm	Location: JD YARD		
	TASK: FUEL TRUCK			
	DESTINATION:			
	TIME OUT: 5:30 pm	JOB NO 726a	TOTAL: .5	
19	TIME IN	Location:		
	TASK:			
	DESTINATION:			
	TIME OUT:	JOB NO:	TOTAL:	
20	TIME IN	Location:		
	TASK:			
	DESTINATION:			
	TIME OUT:	JOB NO:	TOTAL:	

21	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
22	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
23	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
24	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
13	726a	.5	
14	2400	5.0	
15	92203	5.5	
16		.	
17	CP	.	
18	Copied	.	
19		.	5.5
20		.	
21		.	
22		.	
23		.	
24		.	
	TOTAL HOURS	11.0	

TIME SHEETS CODED BY: CP

TIME CARDS VERIFIED BY:

Driver's Signature

Notes:

Tri axle

Form Updated 11/20/13(Phil)

DAILY DRIVER'S REPORT

#1412

DATE: 8-19-24

DRIVER: Steve Tracy

DAY OF WEEK: Mon

VEHICLE #: 45-279

1	START TIME: 6:00	Location: JD
	TASK: Pre-Trip	
	DESTINATION: Babcock	
	TIME OUT: 7:00	JOB NO: 726a TOTAL: 5
2	TIME IN 9:30	Location: Babcock
	TASK: Unload 30-61	
	DESTINATION: 77th trail	
	TIME OUT: 10:00	JOB NO: 92184 TOTAL: 3.5
3	TIME IN 12:00	Location: 77th trail
	TASK: load 30-50 / Plate / I-beam	
	DESTINATION: JD	
	TIME OUT: 1:00	JOB NO: 92203 TOTAL: 4.5
4	TIME IN 1:45	Location: Jd
	TASK: Unload / fuel / Post Trip / help in yard Angle	
	DESTINATION: JD	
	TIME OUT: 3:00	JOB NO: 726a TOTAL: 5
5	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
6	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
7	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
8	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:

Driver's Signature

Notes:

Lowboy

9	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
10	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
11	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
12	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
1	726a	1.0	
2	92184	3.5	1250..
3	92203	4.5	1250..
4		.	
5	CP Copied	.	
6		.	4.5
7		.	
8		.	
9		.	
10		.	
11		.	
12		.	
	TOTAL HOURS	9.0	

TIME SHEETS CODED BY: EC

TIME CARDS VERIFIED BY: CP

ENTERED AUG 27 2024

$4.50

DAILY DRIVER'S REPORT

DATE: 8/22/24 DRIVER: Dwayne T

DAY OF WEEK: Thurs VEHICLE #: 45-331

1	START TIME: 6	Location: JD yard		
	TASK: Pretrip /			
	DESTINATION: Tony Penna Dr			
	TIME OUT: 645	JOB NO: 726a	TOTAL: .75	
2	TIME IN	Location: Tony Penna Dr		
	TASK: Load Concrete			
	DESTINATION: Allstar			
	TIME OUT: 800	JOB NO: 1233	TOTAL: 1.25	
3	TIME IN 830	Location: Allstar		
	TASK: Dump Concrete / Load RD Base			
	DESTINATION: TOJ well site			
	TIME OUT: 900	JOB NO: 1233	TOTAL: 1.0	
4	TIME IN 930	Location: TOJ well site		
	TASK: Dump RD Base			
	DESTINATION: Allstar			
	TIME OUT: 1000	JOB NO: 9217 3	TOTAL: 1.0	
5	TIME IN 1030	Location: Allstar		
	TASK: Load Base			
	DESTINATION: JD Yard			
	TIME OUT: 1100	JOB NO: 9203	TOTAL: 1.0	
6	TIME IN 1130	Location: JD Yard		
	TASK: Dump RD Base			
	DESTINATION: Allstar			
	TIME OUT: 1200	JOB NO: 9203	TOTAL: 1.0	
7	TIME IN 1230	Location: Allstar		
	TASK: Load RD Base			
	DESTINATION: JD Yard			
	TIME OUT: 1245	JOB NO: 9203	TOTAL: .75	
8	TIME IN 1:15	Location: JD Yard		
	TASK: Dump RD Base			
	DESTINATION: TOJ well site			
	TIME OUT: 230	JOB NO: 9217 3	TOTAL: 1.75	
9	TIME IN 300	Location: TOJ well site		
	TASK: —			
	DESTINATION: JD yard			
	TIME OUT: 300	JOB NO: 9217 3	TOTAL: 1.0	
10	TIME IN 330	Location: JD Yard		
	TASK: Post trip / Fuel			
	DESTINATION:			
	TIME OUT: 345	JOB NO: 726a	TOTAL: .25	
11	TIME IN	Location:		
	TASK:			
	DESTINATION:			
	TIME OUT:	JOB NO:	TOTAL:	
12	TIME IN	Location:		
	TASK:			
	DESTINATION:			
	TIME OUT:	JOB NO:	TOTAL:	

Driver's Signature

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
1	726a	1.0	
2	1233	2.25	1250..
3	9217 3	3.75	1250..
4	9203	2.75	1250..
5	CP Copied	•	
6		•	
7		•	2.75
8		•	
9		•	
10		•	
11		•	
12		•	
	TOTAL HOURS	9.75	

TIME SHEETS CODED BY

TIME CARDS VERIFIED BY CP

Notes:

Tri axle

DAILY DRIVER'S REPORT

DATE: 08-23-24 DRIVER: Zoylo Leon

DAY OF WEEK: Friday VEHICLE #: 45-280

1 START TIME: 6:00 Location: JD Yard
TASK: Pre trip, fuel, Hook empty trailer
DESTINATION: Crest
TIME OUT: 7:00 JOB NO: 726a TOTAL: 5

2 TIME IN 7:15 Location: Crest
TASK: Loading crew Flat
DESTINATION: JD Yard
TIME OUT: 7:45 JOB NO: 9263 TOTAL: 1.25

3 TIME IN 8:00 Location: JD Yard
TASK: Drop trailer with crew Flat, Hook empty
DESTINATION: Del Prado
TIME OUT: 8:30 JOB NO: 9263 TOTAL: 75

4 TIME IN 9:15 Location: Del Prado
TASK: Loading crew Flat
DESTINATION: JD Yard
TIME OUT: 9:45 JOB NO: 320R TOTAL: 1.25

5 TIME IN 10:30 Location: JD Yard
TASK: Drop trailer with crew Flat, Hook trailer with crew Flat
DESTINATION: NORA
TIME OUT: 11:00 JOB NO: 6943 TOTAL: 1.25

6 TIME IN 11:30 Location: NORA
TASK: unloading crew Flat
DESTINATION: JD Yard
TIME OUT: 12:30 JOB NO: 6943 TOTAL: 2c

7 TIME IN 1:00 Location: JD Yard
TASK: Drop trailer, Post trip
DESTINATION:
TIME OUT: 1:15 JOB NO: 726a TOTAL: 25

8 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

Driver's Signature

9 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

10 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

11 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

12 TIME IN Location:
TASK:
DESTINATION:
TIME OUT: JOB NO: TOTAL:

HOURLY SUMMARY

	JOB NO.	TOTAL HOURS	CODE NO.
1	726a	.75	
2	9263	2.c	1250..
3	320R	1.25	
4	6943	3.25	
5		.	
6	CP Copied	.	2.0
7		.	
8		.	
9		.	
10		.	
11		.	
12		.	
	TOTAL HOURS	7.25	

TIME SHEETS CODED BY

TIME CARDS VERIFIED BY

Notes:

Flat

Coastal Materials Management

COASTAL MATERIALS MANAGEMENT
6619 WALLIS RD
WEST PALM BEACH, FL 33413
PHONE: (954) 947-4000

INVOICE MM0000000024
CUSTOMER NO. 1107
DATE 08/18/2024

AMOUNT: _____ CHECK #: _____
APPLY THIS PAYMENT TO:
[ ] INVOICE NUMBER: _____
[ ] OLDEST OPEN INVOICES _____
IF A POSTING OPTION IS NOT SELECTED OR BACKUP IS NOT PROVIDED, PAYMENT WILL BE POSTED TO THE OLDEST OPEN INVOICES.
DISCOVER MasterCard VISA AMEX [ ] ONE TIME [ ] RECURRING
CHARGE CREDIT CARD NAME: _____
SIGNATURE: _____
CARD # : EXP: CVC:

BILL TO:

JOHNSON DAVIS
604 HILLBRATH DR
LANTANA, FL 33462

THIS OR YOUR NEXT INVOICE MAY REFLECT A RATE INCREASE.
YOUR INVOICE REFLECTS THE 11.99% RECOVERY FEE.

INVOICE NO. MM0000000024 **CUSTOMER NO.** **INVOICE DATE** 08/18/2024

DATE	MATERIAL	FACILITY-TICKET	RATE	QTY.	AMOUNT
08/06/2024	Vehicle: JOHNSON45279 OUT #57 ROCK	27-868 42132	$20.00	18.00YD	$360.00
08/07/2024	Vehicle: JOHNSON45279 OUT 1 1/2 BASE ROCK	27-993 72038	$14.00	18.00YD	$252.00
08/07/2024	Vehicle: JOHNSON45331 OUT 1 1/2 BASE ROCK	27-1038	$14.00	18.00YD	$252.00
08/07/2024	Vehicle: JOHNSON45331 OUT #57 ROCK	27-1081 86132	$20.00	18.00YD	$360.00
08/07/2024	Vehicle: JOHNSON45331 OUT 1 1/2 BASE ROCK	27-1114 72038	$14.00	18.00YD	$252.00
08/07/2024	Vehicle: JOHNSON45331 OUT 1 1/2 BASE ROCK	27-1168	$14.00	18.00YD	$252.00
08/08/2024	Vehicle: JOHNSON45331 OUT #57 ROCK	27-1233 62178	$20.00	18.00YD	$360.00
08/08/2024	Vehicle: JOHNSON45331 OUT 1 1/2 BASE ROCK	27-1269 92185	$14.00	18.00YD	$252.00
08/08/2024	Vehicle: JOHNSON45331 OUT CLEAN FILL	27-1351 12088	$11.00	18.00YD	$198.00
08/08/2024	Vehicle: JOHNSON45375 OUT #57 ROCK	27-1382 92203	$20.00	18.00YD	$360.00
08/09/2024	Vehicle: JOHNSON45331 OUT #57 ROCK	27-1419 42132	$20.00	18.00YD	$360.00
08/09/2024	Vehicle: JOHNSON45331 OUT #57 ROCK	27-1450 92203	$20.00	9.00YD	$180.00
08/12/2024	Vehicle: JOHNSON45375 OUT 1 1/2 BASE ROCK	27-1728 86132	$14.00	18.00YD	$252.00
08/13/2024	Vehicle: JOHNSON45331 OUT #57 ROCK	27-1783 32131	$20.00	18.00YD	$360.00
08/13/2024	Vehicle: JOHNSON45331 OUT #57 ROCK	27-1880	$20.00	18.00YD	$360.00
08/14/2024	Vehicle: JOHNSON45331 OUT #57 ROCK	27-1946 42132	$20.00	18.00YD	$360.00

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	ACCOUNT TOTAL

Sub Total	
Fee Total	
INVOICE TOTAL	

Coastal Materials Management

COASTAL MATERIALS MANAGEMENT
6619 WALLIS RD
WEST PALM BEACH, FL 33413
PHONE: (954) 947-4000

INVOICE MM0000000024
CUSTOMER NO. 1107
DATE 08/18/2024

AMOUNT: _____ CHECK #: _____
APPLY THIS PAYMENT TO:
[ ] INVOICE NUMBER: _____
[ ] OLDEST OPEN INVOICES _____
IF A POSTING OPTION IS NOT SELECTED OR BACKUP IS NOT PROVIDED, PAYMENT WILL BE POSTED TO THE OLDEST OPEN INVOICES.
DISC/VER MC VISA AMEX [ ] ONE TIME [ ] RECURRING
CHARGE CREDIT CARD NAME: _____
SIGNATURE: _____
CARD # : EXP: CVC:

BILL TO:

JOHNSON DAVIS
604 HILLBRATH DR
LANTANA, FL 33462

THIS OR YOUR NEXT INVOICE MAY REFLECT A RATE INCREASE.
YOUR INVOICE REFLECTS THE 11.99% RECOVERY FEE.

INVOICE NO. MM0000000024 **CUSTOMER NO.** **INVOICE DATE** 08/18/2024

DATE	MATERIAL	FACILITY-TICKET	RATE	QTY.	AMOUNT
08/14/2024	Vehicle: JOHNSON45331 OUT 1 1/2 BASE ROCK	27-2149 92202	$14.00	18.00YD	$252.00
08/16/2024	Vehicle: JOHNSON45331 OUT 1 1/2 BASE ROCK	27-2480 72038	$14.00	18.00YD	$252.00
08/16/2024	Vehicle: JOHNSON45375 OUT 1 1/2 BASE ROCK Vehicle: JOHNSON45331	27-2512	$14.00	18.00YD	$252.00

72038 - 1512
92202 - 252
92203 - 540
42132 - 1800
32131 - 720
12088 - 450
92185 - 504
62178 - 360
62164 - 252
92176 - 252
32044 - 720

86128 - 360
86132 - 612
32121 - 720

JD Hauled All

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	ACCOUNT TOTAL
$22,746.06	$0.00	$0.00	$0.00	$22,746.06

Sub Total	$9,054.00
Fee Total TAX	$633.78
INVOICE TOTAL	**$9,687.78**

Coasta Materials

RECEIVED SEP 16 2024

INVOICE

INVOICE NO.	0000000613
PAGE	1
DATE	Aug-25-24
CUSTOMER NO.	1107
REFERENCE NO.	

JOHNSON DAVIS
604 HILLBRATH DR
LANTANA, FL 33462

AMOUNT DUE	$30,180.42
AMOUNT PAID	

DATE	DESCRIPTION	REFERENCE	RATE	QTY.	AMOUNT
13 - Sep	Payment on Invoice 0000000024	49326	CHECK		$9,687.78
19 - Aug	OUT 1 1/2 BASE ROCK	27-2579 72038	$14.000/YD	18.00 YD	$252.00
	Vehicle: JOHNSON45331				
19 - Aug	OUT #57 ROCK	27-2675 62037	$20.000/YD	18.00 YD	$360.00
	Vehicle: JOHNSON45375				
20 - Aug	OUT 1 1/2 BASE ROCK	27-2806 92202	$14.000/YD	18.00 YD	$252.00
	Vehicle: JOHNSON45375				
22 - Aug	OUT 1 1/2 BASE ROCK	27-3185 92203	$14.000/YD	18.00 YD	$252.00
	Vehicle: JOHNSON45331				
22 - Aug	OUT #57 ROCK	27-3211 42132	$20.000/YD	18.00 YD	$360.00
	Vehicle: JOHNSON45375				
22 - Aug	OUT 1 1/2 BASE ROCK	27-3239 92203	$14.000/YD	18.00 YD	$252.00
	Vehicle: JOHNSON45331				
22 - Aug	OUT 1 1/2 BASE ROCK	27-3272	$14.000/YD	18.00 YD	$252.00
	Vehicle: JOHNSON45331				
22 - Aug	OUT 1 1/2 BASE ROCK	27-3327 92202	$14.000/YD	18.00 YD	$252.00
	Vehicle: JOHNSON45375				
19 - Aug	SALES TAX - PALM BEACH COUNTY at 7.000% on $612.00		$0.000		$42.84
20 - Aug	SALES TAX - PALM BEACH COUNTY at 7.000% on $252.00		$0.000		$17.64
22 - Aug	SALES TAX - PALM BEACH COUNTY at 7.000% on $1,368.00		$0.000		$95.76

2232.00
156.24

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS
$17,122.14	$13,058.28	$0.00	$0.00

TOTAL THIS INVOICE	$2,388.24
PLEASE PAY THIS AMOUNT	$30,180.42

THIS OR YOUR NEXT INVOICE MAY REFLECT A RATE INCREASE.

YOUR INVOICE REFLECTS THE 11.99% RECOVERY FEE.

INVOICE NO.	0000000613
PAGE	1
DATE	Aug-25-24
CUSTOMER NO.	1107
REFERENCE NO.	

72038 - 252
62037 - 360
92202 - 504
92203 - 756
42132 - 360

ISCO

ISCO Industries, Inc.
100 Witherspoon Street 2West
Louisville, KY 40202
www.isco-pipe.com |800-345-4726

INVOICE

INVOICE NUMBER	09084997
INVOICE DATE	08/15/24
TERMS	NET 30
DUE DATE	09/14/24
PAGE	1 OF 1

BILL TO:
JOHNSON-DAVIS, INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462

SHIP TO:
JOHNSON-DAVIS, INC.
COLBY PERRY
7803 167TH CT N
WEST PALM BEACH, FL 33418-7626

ORDER NO.	ORDER DATE	ORDERED BY	CUSTOMER P/O NO.	JOB NO.
09074065	08/08/24		JUPITER EMERGENCY REPAIR	
CUSTOMER NO.	**SHIP DATE**	**SHIP VIA**	**TRACKING NO.**	**FREIGHT TERMS**
100160	08/09/24	Best Way	SW SO#09074067-1	PREPAID AND ADD

Product / Description	Quantity Shipped	Price	U/M	Extension
10241114 24" DR 11 IPS PIPE HDPE AWWA	10	88.53	FT	885.30
50241111 24" DR 11 IPS FLANGE ADAPTER HDPE	2	450.00	EA	900.00
50241111 24" DR 11 IPS FLANGE ADAPTER HDPE	2	450.00	EA	900.00
53240017 24" DR 11 IPS BACKUP RING DUCTILE IRON	4	294.05	EA	1,176.20
53240025 24" (ZN-PLATED) STD BOLTPACK (20) 1-1/4" X 13" STUD,NUT,WSH	4	740.21	EA	2,960.84

? PO?

SALES TOTAL	MISC. CHARGE	SHIPPING/HANDLING	SALES TAX	DEPOSIT APPLIED	CUR	INVOICE TOTAL
6,822.34	0.00	0.00	459.35	0.00	USD	7,281.69

Check Payment:
ISCO Industries, Inc
1974 Solutions Center
Chicago, IL 60677-1009

ACH and Wire Payments (Preferred):
ISCO Industries, Inc. ABA 083000108
PNC Bank Acct# 3007299889
SWIFT Code: pnccus33
Email remittance advice to ARremit@isco-pipe.com

ISCO Standard Terms and Conditions apply. Please visit http://www.isco-pipe.com/terms-and-conditions.aspx

ISCO

ISCO Industries, Inc.
100 Witherspoon Street 2West
Louisville, KY 40202
www.isco-pipe.com | 800-345-4726

INVOICE

INVOICE NUMBER	09085426
INVOICE DATE	09/09/24
TERMS	NET 30
DUE DATE	10/09/24
PAGE	1 OF 2

BILL TO:
JOHNSON-DAVIS, INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462

SHIP TO:
JOHNSON-DAVIS, INC.
COLBY PERRY
7803 167TH CT N
WEST PALM BEACH, FL 33418-7626

ORDER NO.	ORDER DATE	ORDERED BY	CUSTOMER P/O NO.	JOB NO.
09074067	08/08/24		JUPITER EMERGENCY REPAIR	
CUSTOMER NO.	**SHIP DATE**	**SHIP VIA**	**TRACKING NO.**	**FREIGHT TERMS**
100160	08/09/24	Best Way	52906721LN	MOBILIZATION

Product / Description	Quantity Shipped	Price	U/M	Extension
70900000 RENT 12" - 36" IPS T900 TRAC BUTT FUSION MACHINE From 08/09/24 To 08/11/24 ** Rent Complete ** Days: 2 @ 1150.00 Rental Unit#: T9096 Serial#: C56189	1	1,150.00	DAY	2,300.00
71819000 RENT PIPE STAND FOR T900/T630 From 08/09/24 To 08/11/24 ** Rent Complete **	2	0.00	DAY	0.00
71839000 RENT LIFTING HARNESS FOR T900/ T630 OR NEW STYLE 824/ 1236 From 08/09/24 To 08/11/24 ** Rent Complete **	1	0.00	DAY	0.00
71512400 RENT 24" IPS INSERT SET FOR 824/1236/T900/1648/2065 From 08/09/24 To 08/11/24 ** Rent Complete **	1	0.00	DAY	0.00
71540630 RENT 630MM MASTER INSERT SET 1236/T900/1648/2065 WITH PINS From 08/09/24 To 08/11/24 ** Rent Complete **	1	0.00	DAY	0.00
71849000 RENT EXTENSION HOSE KIT FOR 824 / T630 / 1236 / T900 From 08/09/24 To 08/11/24 ** Rent Complete **	1	0.00	DAY	0.00
74050010 RENTAL MOBILIZATION	1	750.00	EA	750.00

Continued

ISCO Industries, Inc.
100 Witherspoon Street 2West
Louisville, KY 40202
www.isco-pipe.com | 800-345-4726

INVOICE

INVOICE NUMBER	09085426
INVOICE DATE	09/09/24
TERMS	NET 30
DUE DATE	10/09/24
PAGE	2 OF 2

BILL TO:
JOHNSON-DAVIS, INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462

SHIP TO:
JOHNSON-DAVIS, INC.
COLBY PERRY
7803 167TH CT N
WEST PALM BEACH, FL 33418-7626

ORDER NO.	ORDER DATE	ORDERED BY	CUSTOMER P/O NO.	JOB NO.
09074067	08/08/24		JUPITER EMERGENCY REPAIR	
CUSTOMER NO.	**SHIP DATE**	**SHIP VIA**	**TRACKING NO.**	**FREIGHT TERMS**
100160	08/09/24	Best Way	52906721LN	MOBILIZATION

Product / Description	Quantity Shipped	Price	U/M	Extension
74150010 RENTAL DE-MOBILIZATION	1	750.00	EA	750.00
72300100 FUSION TECH MON-FRI DAILY RATE FOR 8 HOURS OR LESS (Per day tech on site. 8 hours per day)	1	1,400.00	EA	1,400.00
72400150 TECHNICIAN MOBILIZATION/DEMOB (Covers tech travel to and from jobsite for one week)	1	1,170.00	EA	1,170.00
72300201 TECHNICIAN PER DIEM (Per day tech on site)	2	340.00	EA	680.00
72300500 FUSION TECH SATURDAY RATE FOR 8 HOURS OR LESS (Per day tech on site on Saturday) ***WILL ONLY BE BILLED IF APPLICABLE***	1	2,100.00	EA	2,100.00
72300700 TECH HOURLY RATE BEYOND 8 HRS ON WEEKENDS AND HOLIDAYS (Per hour tech on site on Saturday's/Sunday's)	4	350.00	HR	1,400.00
RENTAL + TECH *TECH/MACHINE AVAILABILITY SUBJECT TO TIME ORDER PLACED*				

SALES TOTAL	MISC. CHARGE	SHIPPING/HANDLING	SALES TAX	DEPOSIT APPLIED	CUR	INVOICE TOTAL
10,550.00	0.00	0.00	633.00	0.00	USD	11,183.00

Check Payment:
ISCO Industries, Inc
1974 Solutions Center
Chicago, IL 60677-1009

ACH and Wire Payments (Preferred):
ISCO Industries, Inc. ABA 083000108
PNC Bank Acct# 3007299889
SWIFT Code: pnccus33
Email remittance advice to ARremit@isco-pipe.com

ISCO Standard Terms and Conditions apply. Please visit http://www.isco-pipe.com/terms-and-conditions.aspx

CORE&MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	V446309
Invoice Date	8/15/24
Account #	015329
Sales Rep	DON WEBSTER
Phone #	561-848-4396
Branch #039	Riviera Beach, FL
Total Amount Due	$642.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

JOHNSON-DAVIS INC
604 HILLBRATH DR
LANTANA FL 33462-1656

000/0000
00000

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/14/24	8/14/24	SEE BELOW				WILL CALL	V446309

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	CUSTOMER PO#- 92-203 JUPITER 24"						
0504080	4 PVC SCH80 PIPE SWB 20'	100	100		6.00000	FT	600.00

Freight	Delivery	Handling	Restock	Misc

Subtotal:	600.00
Other:	.00
Tax:	42.00
Invoice Total:	$642.00

Terms: NET 30
Ordered By: ROGER

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

00000

Page: 1

RECEIVED SEP 05 2024

Invoice

Dan Griffin Sod Co., Inc.
2738 Palm Deer Drive
Loxahatchee, FL 33470

Date	Invoice #
8/28/2024	27678

Bill To
Johnson-Davis, Inc. 604 Hillbrath Drive Lantana, FL 33462

P.O. No.	Terms
Job# 92203	

Description	Quantity	Rate	Amount
08/28/2024 Install and Deliver 8,100 SF Bahia Sod	8,100	0.08889	720.00T
Trucking		550.00	550.00
Labor		2,369.60	2,369.60
7803 167th Court N			
Sales Tax		7.00%	50.40

No SL/
92203

Phone #	Fax #	E-mail
561-719-9974	561-383-8560	griffinsod@aol.com

Total $3,690.00

MWI PUMPS
The Power to Move Water™

REMIT PAYMENT TO:
MWI CORPORATION
33 NW 2ND STREET
DEERFIELD BEACH, FL 33441
PH:(954)427-2206 FX:(954)426-2009

INVOICE: 220041011

CUSTOMER #: 038700
BILLING TEL: 561-588-1170
SITE TEL: 561-588-1170
SALESMAN: ERIC FLOYD
CONTRACT#: 220009557
INVOICE DATE: 08/15/2024

BILL TO:
JOHNSON-DAVIS INC
604 HILLBRATH DR
LANTANA FL 33462

SHIP TO: [SITE #: 164]
JUPITER JOB
7803 167TH N
WEST PALM BEACH FL 33418

TERMS: NET 30

INVOICE NOTES:
CUSTOMEMR PICKING UP EQUIPMENT

RENTAL#	QTY	DESCRIPTION	STATUS	EXTENDED AMT
16171	1.00	CT006DT 6" PRIMERITE	RTD	$616.67
DAY: $205.56		WEEK: $616.67	4 WEEK: $1,850.00	
SER#: 16171				
DATE OUT: AUG 09/24 2:00PM		BILLED THRU: AUG 15/24 9:00AM		
RENTAL PERIOD: 5 DAY(S) 19:00 HOUR(S)				
BS06X20B	1.00	6" X 20' BLK SUCTION BAUER	RTD	$53.33
DAY: $17.77		WEEK: $53.33	4 WEEK: $160.00	
DATE OUT: AUG 09/24 2:00PM		BILLED THRU: AUG 15/24 9:00AM		
RENTAL PERIOD: 5 DAY(S) 19:00 HOUR(S)				
LF06X50B	2.00	6" X 50' LAYFLAT BAUER	RTD	$106.66
DAY: $17.78		WEEK: $53.33	4 WEEK: $160.00	
DATE OUT: AUG 09/24 2:00PM		BILLED THRU: AUG 15/24 9:00AM		
RENTAL PERIOD: 5 DAY(S) 19:00 HOUR(S)				
LF06X25B	4.00	6" X 25' LAYFLAT BAUER	RTD	$106.68
DAY: $8.89		WEEK: $26.67	4 WEEK: $80.00	
DATE OUT: AUG 09/24 2:00PM		BILLED THRU: AUG 15/24 9:00AM		
RENTAL PERIOD: 5 DAY(S) 19:00 HOUR(S)				
16201-00	1.00	6" SCREEN	RTD	$8.33
DAY: $2.78		WEEK: $8.33	4 WEEK: $25.00	
DATE OUT: AUG 09/24 2:00PM		BILLED THRU: AUG 15/24 9:00AM		
RENTAL PERIOD: 5 DAY(S) 19:00 HOUR(S)				

SUBTOTAL RENTALS: $891.67

SERVICES#	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
ERF		ENVIRONMENTAL FEE	$12.33	$12.33

SUBTOTAL SERVICES: $12.33

TAXES	TAXABLE	AMOUNT
6% STATE	$904.00	$54.24
1% PALM BE	$904.00	$9.04

SUBTOTAL TAXES: $63.28

$967.28

DATE PRINTED: 08/15/2024 09:44 DATE CREATED: 08/15/2024 MARLENA FANELLI DIV: 220 PAGE 1 OF 2

MASCHMEYER
CONCRETE COMPANY OF FLORIDA

1142 Water Tower Road, Lake Park, FL 33403
Phone (561) 848-9112
www.maschmeyer.com

Remit to: Lockbox Address:

Maschmeyer Concrete Company of Florida
Dept 720091
P. O. Box 1335
Charlotte, NC 28201-1335

CUSTOMER PHONE

CUSTOMER FAX

903939
2024- GENERAL

JOHNSON-DAVIS INC.
604 HILLBRATH DRIVE
LANTANA FL 33462

DATE 08/14/24
CUSTOMER NO 2648
PAGE NUMBER 1
INVOICE NO 1056405
JOB NO
ORDER NO 720

DELIVERY ADDRESS	PURCHASE ORDER NUMBER
7777 167TH CT N - JUP	92203

A FINANCE CHARGE OF 1-1/2% PER MONTH (18% PER ANNUM) CHARGED ON ALL PAST DUE ACCOUNTS.

DATE SHIPPED	QUANTITY	MATERIAL	PLANT	DELIVERED TICKET NUMBER	UNIT PRICE	TAXABLE EXTENSION	NON TAXABLE EXTENSION
08/14	7.00	P250806 2500 REG	103	4374180	$158.00	$1,106.00	
08/14	1.00	ENVIRO ENVIRONMENTA	103	4374180	$30.00	$30.00	
08/14	1.00	FUEL SURCHAR	103	4374180	$40.00	$40.00	

Mail all payments to lockbox: Maschmeyer Concrete, Dept 720091, P. O. Box 1335, Charlotte, NC 28201-1335

No PO

92203

Cash or Ck Disc. $11.76 CAN BE TAKEN IF PAID BY 09/10/24. PreTax Subtotal: $1,176.00

TOTAL SALES TAX	TOTAL YARDS	INVOICE TOTAL
$82.32	7.00	$1,258.32

*** 1 CENTS PER MASONRY UNIT IS PAID TO THE CONCRETE MASONRY CHECKOFF BOARD PURSUANT TO ***
*** THE CONCRETE MASONRY PRODUCTS RESEARCH, EDUCATION, AND PROMOTION ACT OF 2018 ***

AP Job Transactions Drilldown

All Months Open Trans. Only? N
All JC Companies Jobs: 92203. - 92203.
All SM Companies All SM Work Orders

Job		Gross	Payable	Discount	Net
JCCo: 1 Johnson-Davis Inc.					
92203.	77th Trail 24" Raw Water Repair				
11220	CARDMEMBER SERVICE	69.32	0.00	0.00	0.00

Trans	Ref	Invoice Date	Description	Due Date	Gross	Payable	Discount	Net
Month: 09/24								
121	70474842	09/10/24	4798510070474842 WC	10/10/24	69.32	0.00	0.00	0.00

Line 4

Month: 09/24 Trans: 121 Vendor: 11220 CARDMEMBER SERVICE

Description	Line Gross	Line Type	Co	Job	ExpMth
4798510070474842 WC	69.32	1 Job	1	92203.	09/24

Seq	Amount	Discount	DueDate	Status	PT	Pd Date	Bk/Chk	Pd Mth
1	69.32	0.00	10/10/24	Paid	Job Payables	09/11/24	10/ 12305	09/24

* Live wire detectable tape

AP Job Transactions Drilldown

All Months Open Trans. Only? N
All JC Companies Jobs: 92203. - 92203.
All SM Companies All SM Work Orders

Job		Gross	Payable	Discount	Net
JCCo: 1 Johnson-Davis Inc.					
92203.	77th Trail 24" Raw Water Repair				
10340	HOME DEPOT CREDIT SERVICES	126.68	0.00	0.00	0.00

Trans	Ref	Invoice Date	Description	Due Date	Gross	Payable	Discount	Net
Month: 08/24								
739	8328	08/28/24		09/27/24	126.68	0.00	0.00	0.00

Line 20

Month: 08/24 Trans: 739 Vendor: 10340 HOME DEPOT CREDIT SERVICES

Description	Line Gross	Line Type	Co	Job	ExpMth
	126.68	1 Job	1	92203.	08/24

Seq	Amount	Discount	DueDate	Status	PT	Pd Date	Bk/Chk	Pd Mth
1	126.68	0.00	09/27/24	Paid	Job Payables	09/12/24	10/ 49393	09/24

AP Job Transactions Drilldown

All Months Open Trans. Only? N
All JC Companies Jobs: 92203. - 92203.
All SM Companies All SM Work Orders

Job		Gross	Payable	Discount	Net
JCCo: 1 Johnson-Davis Inc.					
92203.	77th Trail 24" Raw Water Repair				
11850	SOLID WASTE AUTHORITY	72.45	0.00	0.00	0.00

Trans	Ref	Invoice Date	Description	Due Date	Gross	Payable	Discount	Net
Month: 08/24								
722	23124	08/31/24	JO0200	09/30/24	72.45	0.00	0.00	0.00

Line 5

Month: 08/24 Trans: 722 Vendor: 11850 SOLID WASTE AUTHORITY

Description	Line Gross	Line Type	Co	Job	ExpMth
JO0200	72.45	1 Job	1	92203.	08/24

Seq	Amount	Discount	DueDate	Status	PT	Pd Date	Bk/Chk	Pd Mth
1	72.45	0.00	09/30/24	Paid	Job Payables	09/12/24	10/ 49405	09/24

Dump Fee

TOWN OF JUPITER
Approval of Purchase Order for ThorGuard for new lightning prediction systems

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Kristin George, Director of Parks and Recreation
SUBJECT	Approval of Purchase Order for ThorGuard for new lightning prediction systems for parks in the amount of $85,853.29.

EXECUTIVE SUMMARY

Staff requests approval of a purchase order (PO) for procurement and installation of lightning prediction systems for Maplewood, Lighthouse, and Jupiter Village Parks from Thor Guard, Inc., the sole source supplier, installer, and patent owner for Thor Guard Lightning Prediction Systems for an amount of $85,853.29.

ANALYSIS

The Town's Parks and Recreation Department currently operates Thor Guard Lightning Prediction Systems in both Abacoa Community Park (ACP) and Jupiter Community Park (JCP). The system at JCP has been successfully utilized since 2001 and was upgraded in 2012 and 2022. The system at ACP was added in 2014 and upgraded in 2022. The Thor Guard systems report and log data on a single website available for the park users and staff that is not compatible with systems available from different brands. Therefore, in accordance with the Town's Procurement Policy, Thor Guard, Inc. qualifies and is approved as a sole supplier for the lightning prediction systems and their current approved sole source form is valid through September 11, 2026.

The expansion of the Town's Thor Guard Lightning Prediction Systems to include Lighthouse, Maplewood, and Jupiter Village Parks will offer improved safety of the parks. These additional systems will complement the existing systems in place at Abacoa Community Park and Jupiter Community Park and integrate into the existing web-accessible platform for monitoring park weather conditions. Due to the close proximity of Jupiter Village Park and Maplewood Park, a single base station located at Maplewood Park with a repeater beacon and horn at Jupiter Village Park can be used as a cost savings to the Town. The additional systems will complete the expansion of lighting prediction systems to all Town parks with programmed athletic facilities.

Funding for the addition of the lighting prediction systems at Lighthouse, Maplewood, and Jupiter Village Parks is funded through the Parks Maintenance operating budget machinery and equipment account. Appropriated funding for FY2025 of $128,000.00 is sufficient for the purchase of the Thor Guard Lightning Prediction Systems in the amount of $85,853.29.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Attachment 1 - Approved Sole Source Provider Packet for Thor Guard, Inc.
2. Attachment 2 - Quote from Thor Guard, Inc. for lightning prediction system for Lighthouse Park
3. Attachment 3 - Quote from Thor Guard, Inc. for lightning prediction system for Jupiter Village Park and Maplewood Park

FUNDING SOURCE

Approved in Budget	$128,000.00	Sources: Machinery and Equipment (Acct. 00132572-564000)
Additional Funding Requested	N/A	

For more information or copies of the attachments, please contact Derek Harse, Recreation Supervisor at derekh@jupiter.fl.us or 561-741-2433.

Town of Jupiter
Sole Source Provider Approval Form

Department: Parks and Recreation

Vendor and Vendor# (V- ####): Thor Guard, Inc. V - 4324

Prior Year Expense (if any): $ 4,500

Expected Current Year Expense: $ 90,353

GL Account Number(s): 00132572-564000, 00132572-534000, 00136172-534000

Description of Goods or Services:

Three additional Thor Guard lightning prediction systems to be installed at Jupiter Village Park, Lighthouse Park, and Maplewood Park for improved safety of the parks. These additional systems will complement existing Thor Guard lightning prediction systems located at Jupiter Community Park and Abacoa Community Park and integrate into the existing web-accessible platform for monitoring the park weather conditions. The upgrade will complete the Town's expansion of lighting prediction systems to all parks with programmed athletic facilities.

Explain Why Vendor Should be Considered Sole Source:

The equipment is Thor Guard equipment and the purchase, installation, and maintenance of their patented system can only be handled by Thor Guard (see attached letter including patent numbers).

Select Only Those That Currently Apply

- ☐ No other source can meet the Town's requirements
- ☑ Different brand, make or specifications would be incompatible with currently owned equipment
- ☐ Without modifications to existing Town systems, no other options exist
- ☐ No other after market product meets the Towns and/or system requirements
- ☐ Contract with manufacturer prohibits use of other products
- ☐ Use of alternative products voids current warranty
- ☑ Manufacturer has restricted service and/or sales distribution network which limits Town to this single vendor

Employee Submitting Request (print name): Derek Harse — Date: 09/06/2024

Signatures:

Department: Kristin Kaerger — ☑ Director ☐ Asst Director — 9/9/2024

Finance: Dawn Clark — ☐ Director ☑ Asst Director — 09/11/2024

Town Managers Office: [signature] — 09/11/2024

THOR GUARD, INC.

Integrated Lightning Prediction and Warning Systems

July 26th, 2024

Mr. Derek Harse
Town of Jupiter
200 Military Trail, Community Center
Jupiter, FL 33458

Via Email: DerekH@jupiter.fl.us

Dear Mr. Derek Harse:

THOR GUARD, Inc is the sole manufacturer and sole, authorized marketer of THOR GUARD Lightning Prediction and Warning Systems. THOR GUARD is the only company in the world that manufactures a true lightning prediction system based on changes and shifts of earth's electrostatic atmosphere.

THOR GUARD products are American made. All aspects of our business including our executive team, employees, research, development, and manufacturing are based in Sunrise, Florida.

THOR GUARD products are designed and operate through the use of our exclusive proprietary technology. Our Patent and Trademark numbers are 4,095,221 and 2,390,039, respectively. THOR GUARD has not authorized any company or individual to manufacture our products or utilize our unique trade secret engineering and software systems. We are not a franchisor. Only authorized sales and services representatives of THOR GUARD have access to authentic, THOR GUARD products as well as the service expertise to properly install and maintain our systems.

We hope this position statement provides you with the necessary information to distinguish THOR GUARD lightning prediction technology from existing lightning detection systems which assert to compete with THOR GUARD.

Thank you for your continued support of THOR GUARD products. Please contact us if you have any questions or require additional information.

Very truly yours,

Jason Wolk
Chief Financial Officer

1193 Sawgrass Corporate Parkway ▪ Sunrise, Florida 33323 ▪ Tel: (954) 835-0900 ▪ Fax: (954) 835-0808
www.thorguard.com

United States Patent [19]

Slocum, Jr.

[11] **4,095,221**

[45] **June 13, 1978**

[54] **ELECTRICAL STORM FORECAST SYSTEM**

[76] Inventor: **Chester D. Slocum, Jr.**, 1811 SW. 98th Ave., Miami, Fla. 33165

[21] Appl. No.: **671,028**

[22] Filed: **Mar. 29, 1976**

[51] **Int. Cl.**[2] **G08B 21/00**

[52] **U.S. Cl.** ..... **340/421**; 73/170 R; 324/72; 340/200; 340/309.3

[58] **Field of Search** 340/421, 200; 324/72, 324/72.5, 32; 73/170

[56] **References Cited**

U.S. PATENT DOCUMENTS

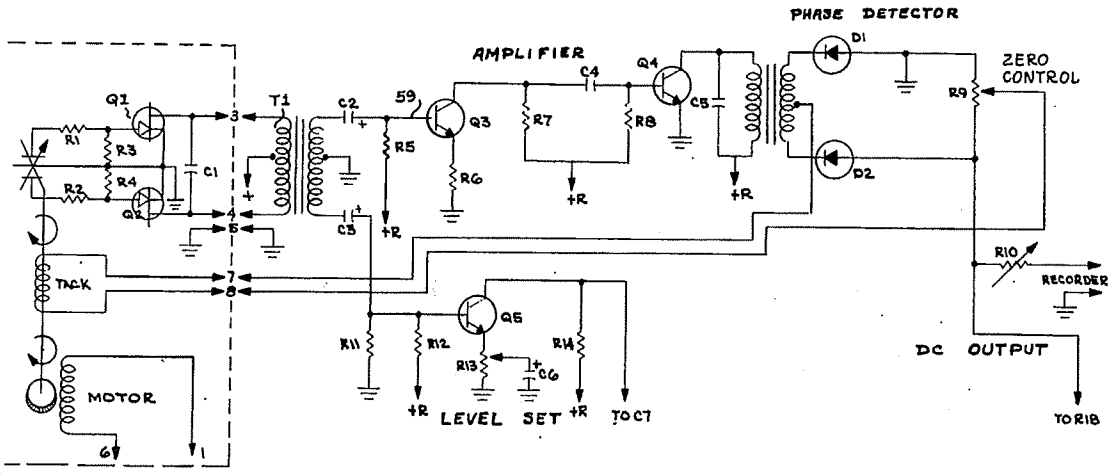
2,993,165	7/1961	Jauch	324/32
3,344,344	9/1967	Wales, Jr.	324/72 X
3,611,127	10/1971	Vosteen	324/72
3,667,036	5/1972	Seachman	324/72
3,753,117	8/1973	Downing et al.	324/72 X
3,846,700	11/1974	Sasaki	324/72

Primary Examiner—John W. Caldwell, Sr.
Assistant Examiner—Daniel Myer
Attorney, Agent, or Firm—George B. Oujevolk

[57] **ABSTRACT**

An electrical storm forecast system includes a sensor unit for receiving electrostatic field information, an amplitude and phase detector coupled to the sensor unit and information processing means coupled to the amplitude phase detector.

6 Claims, 11 Drawing Figures



U.S. Patent June 13, 1978 Sheet 1 of 6 4,095,221

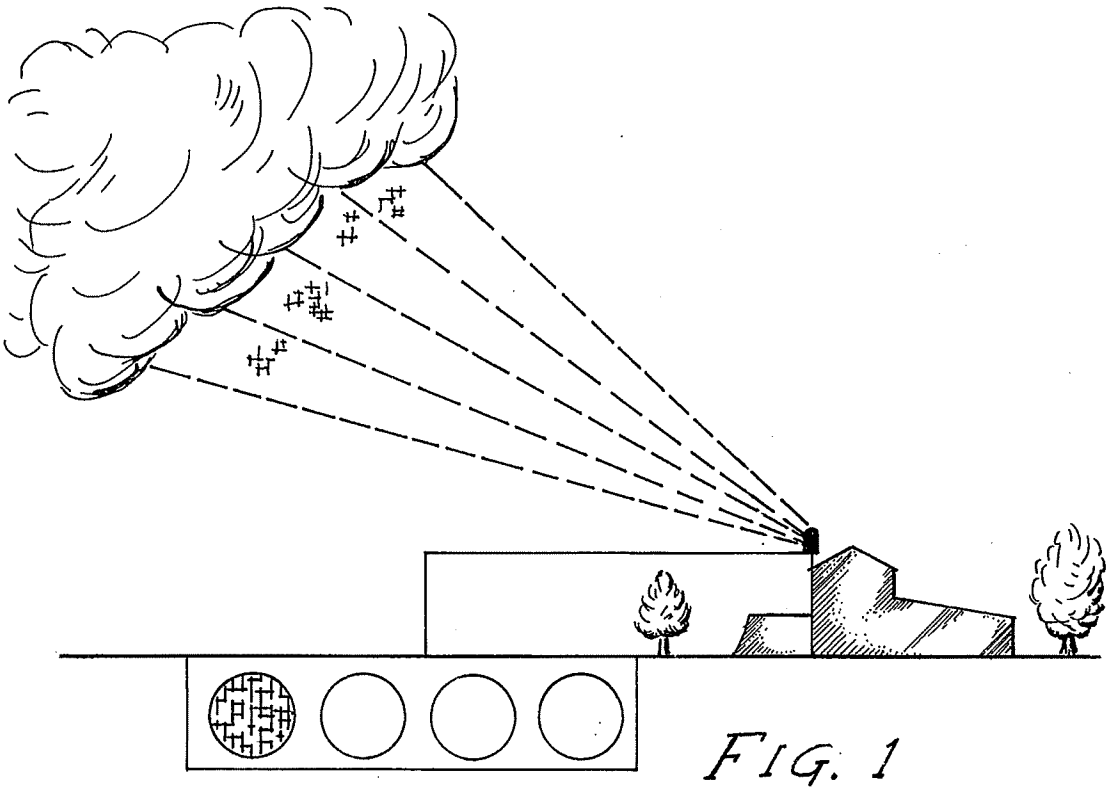


FIG. 1

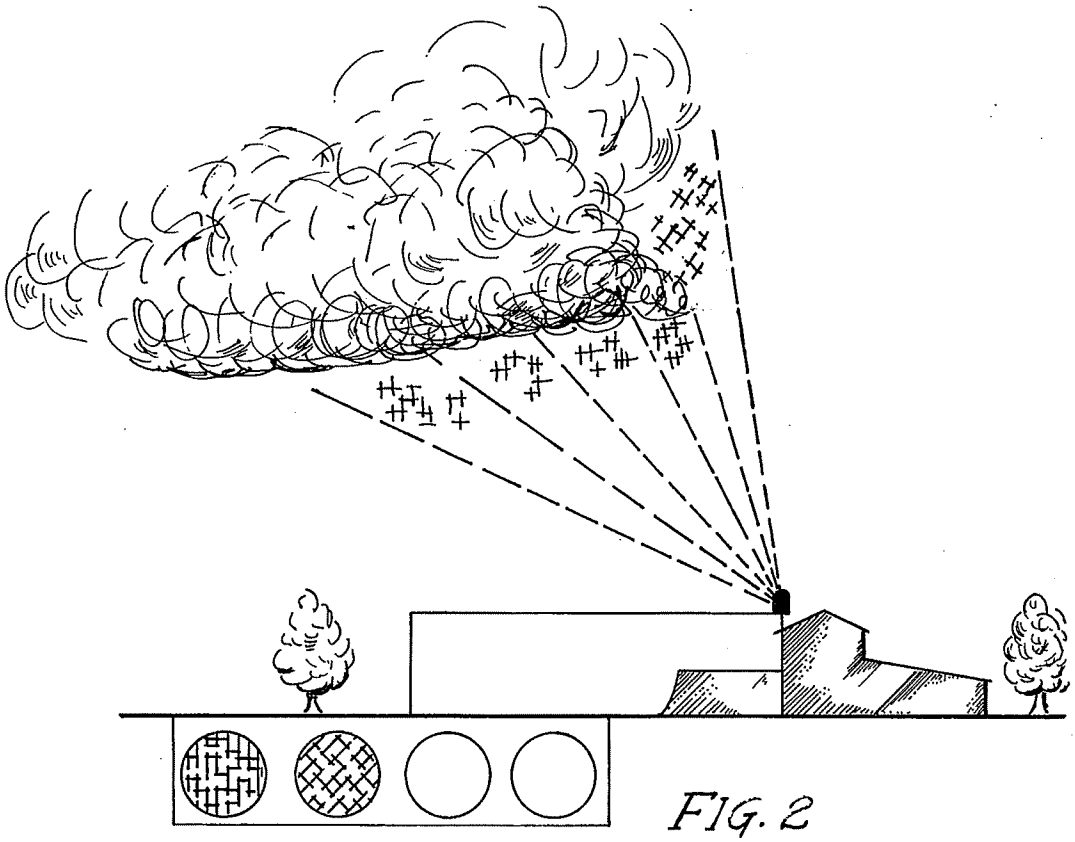


FIG. 2

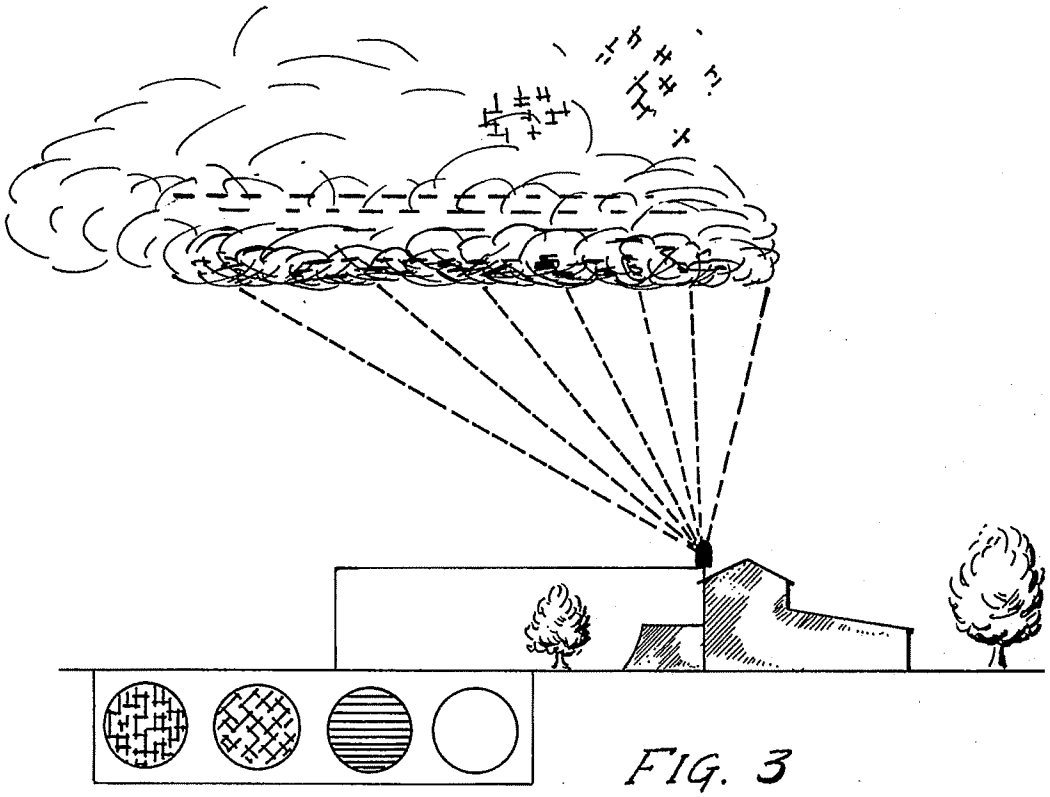


FIG. 3

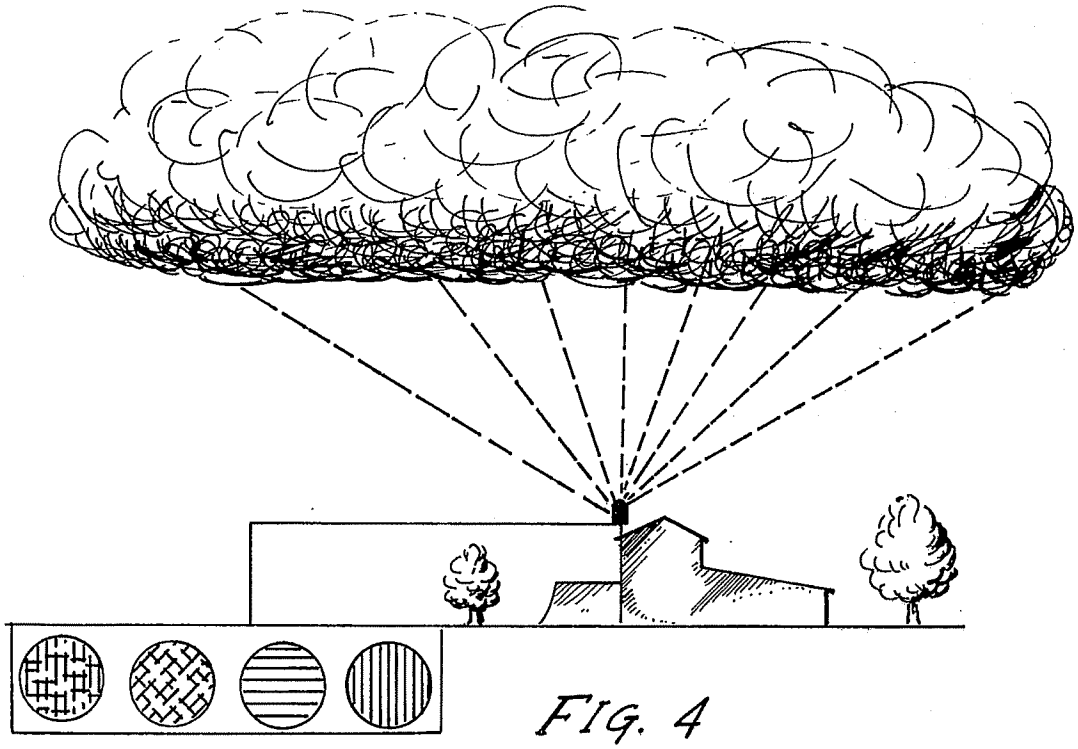


FIG. 4

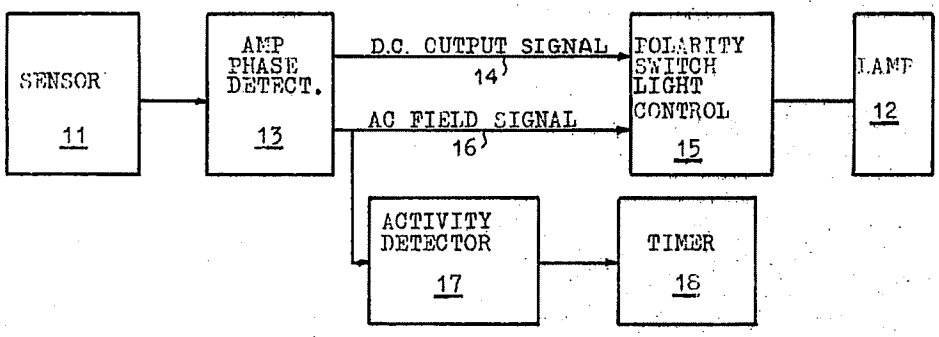


FIG. 5 (LOCAL SYSTEM)

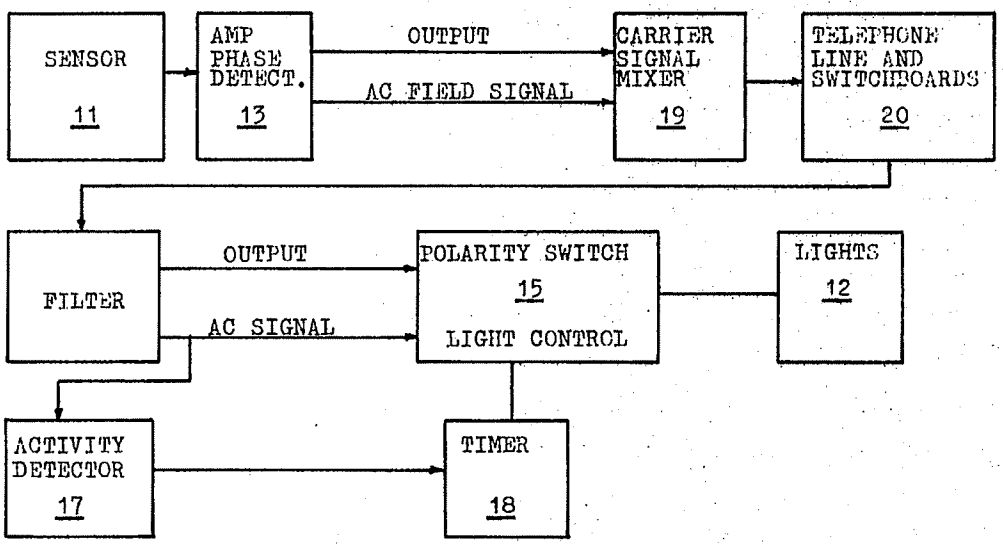


FIG. 6 (REMOTE SENSOR AND DISTANCE READOUT)

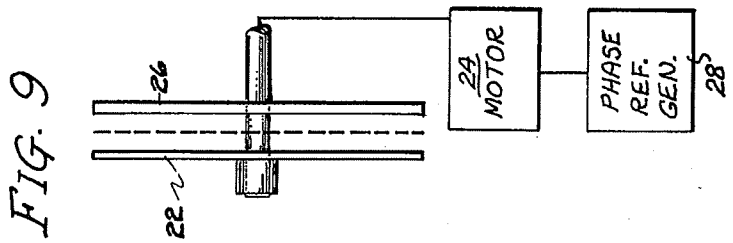


FIG. 9

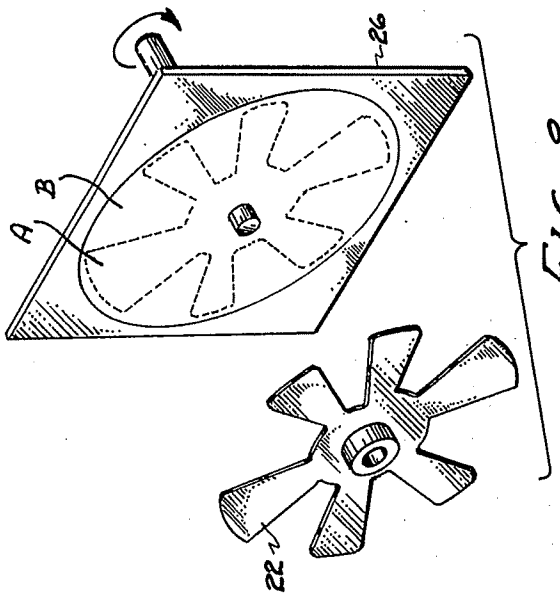


FIG. 8

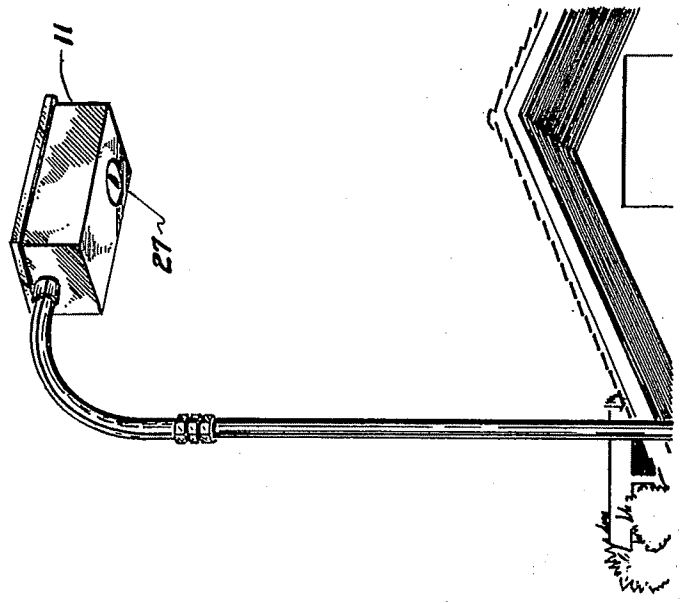


FIG. 7

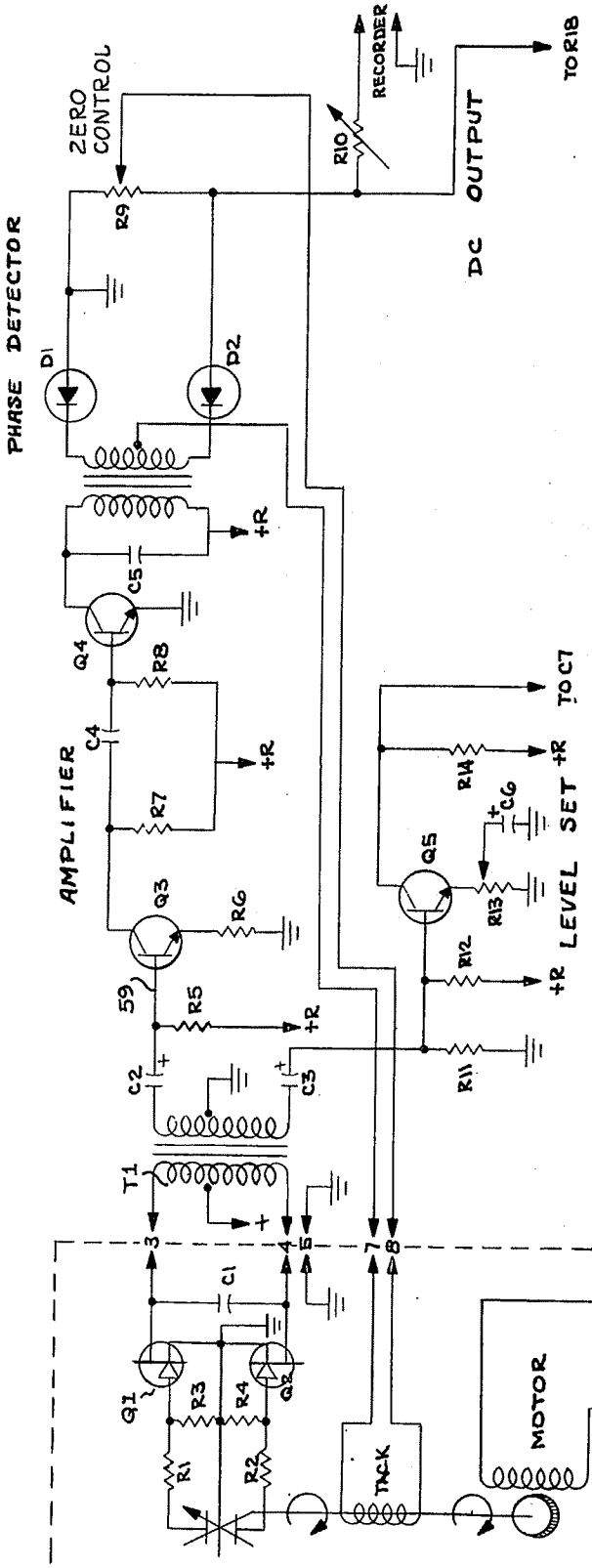

ZERO CONTROL
RECORDER
TO R18
R10
R9
DC OUTPUT
PHASE DETECTOR
D1
D2
+R
C5
Q4
R8
C4
AMPLIFIER
R7
Q3
R6
59
R5
C2
C3
T1
TO C7
R14
C6
Q5
R13
LEVEL SET
R12
R11
3
4
5
7
8
1
C1
Q1
Q2
R3
R4
R1
R2
TACK
MOTOR
6

FIG. 10

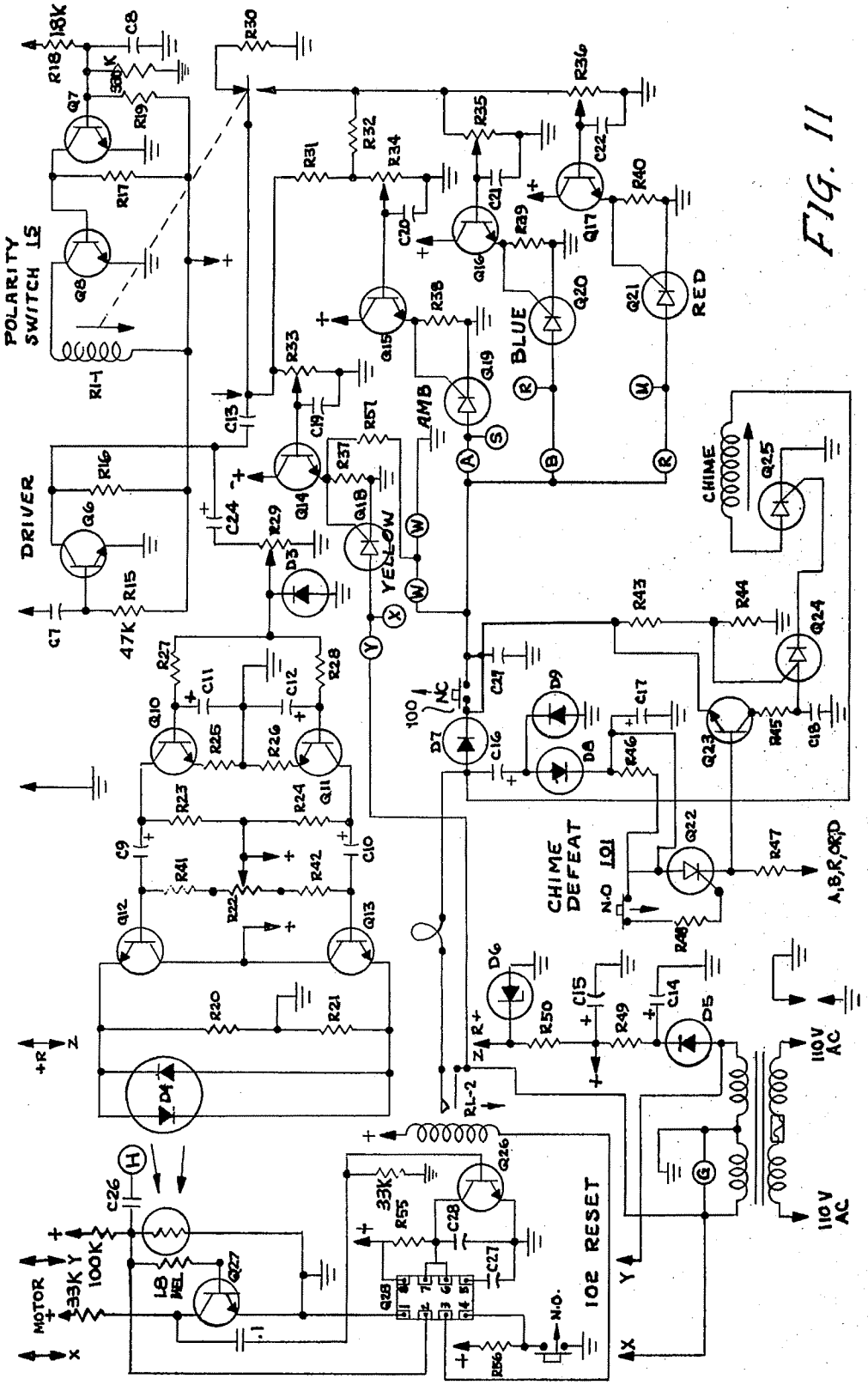

POLARITY SWITCH 15
DRIVER
YELLOW
AMB
BLUE
RED
CHIME
CHIME DEFEAT 101
102 RESET
MOTOR
110V AC
A,B,R,OR,D

FIG. 11

ELECTRICAL STORM FORECAST SYSTEM

BACKGROUND OF THE INVENTION

The present invention relates to weather forecasting and more particularly to electrical storm forecasting.

BRIEF REVIEW OF THE PRIOR ART

The subject of weather forecasting and field meters has already received considerable attention as is evident from the following list of patents. However, none of these patents, as far as I am aware, have approached the subject with regard to the factors and measurements herein considered.

U.S. Pat. No. 2,032,932
U.S. Pat. No. 2,820,947
U.S. Pat. No. 2,449,068
U.S. Pat. No. 3,048,777
U.S. Pat. No. 3,396,337
U.S. Pat. No. 3,458,805
U.S. Pat. No. 3,516,984
U.S. Pat. No. 2,587,156
U.S. Pat. No. 2,663,842
U.S. Pat. No. 2,400,112
U.S. Pat. No. 3,482,235
U.S. Pat. No. 3,253,207
U.S. Pat. No. 3,256,481
U.S. Pat. No. 3,611,365
U.S. Pat. No. 3,465,245
U.S. Pat. No. 2,402,688
U.S. Pat. No. 2,637,841
U.S. Pat. No. 2,967,522
U.S. Pat. No. 3,603,951
U.S. Pat. No. 1,919,215
U.S. Pat. No. 3,026,501
U.S. Pat. No. 2,684,474
U.S. Pat. No. 3,121,196

From the foregoing prior art, it is apparent that one of the key units is the sensor unit which essentially is an electrostatic field meter that allows fields of less than one volt per centimeter to be measured.

Electrostatic field meters of the field mill type (U.S. Pat. Nos. 1,919,215 and 2,032,932) have had a limit as to the smallest amount of field that could be measured, controlled by three unpredictable factors. These factors are:

(1) electro-magnetic interference;
(2) the amount of electrical noise that comes from the motor; and
(3) the sensor boards get dirty and can not be cleaned easily.

In the present inventive concept the use of differential input with matched components produce a high order of common mode rejection that greatly reduces electromagnetic interference and electrical motor noise. By constructing the sensor board on a printed circuit card, this board may be easily removed for cleaning. This is necessary because dirt that accumulates will reduce the sensitivity of the sensor.

OBJECTS OF THE INVENTION

It is therefore an object of the present invention to provide a system wherein the sensor has the capability of detecting both negative and positive field variations.

Another object of the present invention is to provide a system wherein the sensor has the capability of detecting a wide range of field variations.

Still another object of the present invention is to provide a system wherein the processor has the ability to detect changes of field intensity as small as 1 volt/cm in 0.2 seconds or less.

It is also an object of the present invention to provide a system wherein the sensor has the capability of withstanding severe weather conditions.

Again it is an object of the invention to provide a system wherein the sensor has the capability of dependable service over a long period of time (several years).

Still another object of the invention is for a system wherein the sensor has the capability of being easily cleaned and calibrated.

SUMMARY OF THE INVENTION

Generally speaking, the sensor herein described has built-in complete testing means. Also, the terminal readout mechanism has the capability of displaying various levels of lightning probability, and, the terminal readout has some means of determining the differences between the potentials in the earlier charging stages of electrical storms and the field collapse. The system has out-put terminals for strip chart circuits, an alarm facility that is triggered by a certain level of probability or the detection of activity by the activity detector, and, the system has a method for indicating and holding for a given time, the highest probability that exists during any given period. A method for challenging the stored information to verify its truth is also provided.

The invention, as well as other objects and advantages thereof, will become more apparent from the following detailed description when taken together with the accompanying drawings in which:

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a perspective explanation of an electrical storm at a distance showing the first lamp signal;

FIG. 2 shows the same electrical storm as in FIG. 1 on approach to a sensor unit showing the second lamp signal;

FIG. 3 again places the electrical storm even nearer to the sensor units showing the third lamp signal;

FIG. 4 now has the electrical storm over the sensor unit with the fourth lamp signal;

FIG. 5 is a block diagram of a portion of the inventive concept;

FIG. 6 shows a block diagram of another part of the inventive concept;

FIG. 7 shows in perspective an installed sensor unit;

FIG. 8 shows a perspective explanation of a sensor board and rotor;

FIG. 9 is a side view of the sensor board, rotor, motor, and phase reference generator;

FIG. 10 is a circuit diagram of a sensor unit signal amplifier, and phase detector according to the inventive concept.

FIG. 11 is a circuit diagram of the activity detector, warning light control, chime control, timer, and power supply.

DETAILED DESCRIPTION

The ability to predict severe weather has long been sought after by the scientist, meteorologist and inventor. But, before we can predict, we must understand what is currently known as to the building of an electri-

cal storm, commonly called a thunderstorm. The very first indication that a thunderstorm is building up is a random radiation in the UHF range from a point in our atmosphere. These UHF signals appear primarily as electrical noise and are not readily identifiable and are generally difficult to localize. The generation of UHF noise very rapidly gives way to electromagnetic noise in the VHF range. These signals are also difficult to recognize and their location is quite difficult to determine. The storm now proceeds to generate electromagnetic noise in the LF range. These signals are now the result of some inner cloud discharges and distant lightning strokes to the earth. All of these signals are generally categorized in an area described as spherics. The lower frequency signals have been used in the past and are currently being used to determine the distant lightning storms. Spheric receivers must be generally desensitized so that man-made electromagnetic wave trains will not be received and be interpreted as a spheric response. This greatly reduces the reliability of such a predicting system. Such things as a switch being closed on a high line can produce electromagnetic signals that will easily deceive a spheric receiver.

Another facet of a building electrical storm is the development of the electrostatic field between the earth and the storm itself. As a storm builds, there are updrafts in the storm cell itself that act as an electrical pump. Warm air is funneled up through the center of the cloud and when this air strikes the cooler air of the upper atmosphere, moisture is condensed from the warm air and starts its fall back through the cloud as water droplets. These droplets of water remove electrons from the upper portion of the thunderhead. As these droplets descend, they encounter the warm air again that is at the bottom of the thunderhead. Here the water droplets are turned into vapor and it starts its upper travel again. But, before the water vapor travels up this funnel, it gives up its extra electrons to the lower portion of the thunderhead. If one now looks at the displacement of charges in this storm cell, one can readily determine that the upper portions are depleted of electrons and positive in charge with relationship, not only to the air around it, but to earth itself.

When one examines this thunderhead, one can readily see that the bottom portion contains a surplus of negative charges and when the field that is developed between this sector and the earth beneath becomes high enough, lightning will occur. If an electrostatic field monitoring station is located directly below this building storm cell, the first indication would be that of a reduction in the earth's normal positive electrostatic field. When we speak of the earth's normal field, we are speaking of the field resulting from the interdiction of the earth's magnetic field on the solar wind thereby producing what is called the Van Allen Radiation Belt. The occurrence and variation in these charged areas have been fairly well defined by both U.S. and Russian space probes. The average field on the earth is normally considered to range between 100 and 200 positive volts per meter of vertical spacing for the day time. The night time fields are generally near zero volts per vertical meter and some slight negative values such as 20 to 30 volts per vertical meter. Now, if there is a monitoring station directly under this building thunderhead, the first indication would be a general reduction of the positive day time field of the earth, or a more negative increase in the night time field. In either case, a very high negative field intensity will build very rapidly to values of between 3,000 and 10,000 volts per vertical meter. When negative field intensities of 3,000 volts are reached, under these conditions, the probabilities of a lightning stroke to earth are very high.

If the monitoring station is not directly under this build-up, and at a distance of several miles, the indications will be quite different. As was mentioned earlier, the entire upper portion of the storm cell has been depleted of electrons and in essence represents a highly charged positive area of the atmosphere. When we look from a distance at the wide view of this thunderhead, we see a large portion of positive charge and a very small portion of negative charge. The first indications our monitoring station will have at this location, will be intensification of the earth's normally positive day time background field. If these measurements are being metered at night time, the field will also go positive. As the electrical storm cell approaches our monitoring station, the intensity of this positive field will increase until we have field values in the order of positive 3,000 volts per vertical meter. As the storm cell continues to approach the monitoring station, our view of the under portion of this thunderhead will improve and at some point as the broad underside encroaches upon our view of the atmosphere, our monitoring station will measure equal portions of positive and negative fields from this thunderhead. At this moment, the field intensity as measured will be zero. This is a very important point in predicting the advent of lightning.

When the zero potential is reached under these conditions, the edge of the storm cell is virtually overhead and is now entering into the area of negative field from which nearly all lightning strokes occur.

During the time that the storm is active and producing electrical discharges to the earth, the storm cell is being reduced in its negative electrical current carriers. As the energy level input to the storm decreases, the ability of this thunderhead to equalize its charges from the surrounding air is reduced. The net result produces a highly positively charged cloud, which will produce a high positive reading on field monitoring equipment. The charge distribution in this cloud is now vertical since it extends through the entire area that was formerly our thunderhead. This highly positive vertical structure will attract negative ions which will produce a vertical sheath and which will produce an extremely high negative reading on field equipment when it passes overhead. The negative sheath so produced will attract the positive ions that are in the area and will produce a vertical column that will produce a positive reading on field monitoring station, when it passes overhead. This procedure will continue as if it were a damped oscillation until the existing background field of the earth prevails. What has just been described, however, is a model storm. But, all electrical storms generally follow this pattern.

From the foregoing, it appears that an approaching electrical storm will provide the following changes in atmospheric conditions:

FIG. 1. A station several miles away will sense intensification of the positive field increasing to about +500 volts per meter (yellow light **12***a*).

FIG. 2. As the electrical storm approaches a sensing station higher positive fields are sensed to +1,500 volts per meter with activity (yellow and amber light **12***a* and **12***b*).

FIG. 3. Sensing station measures low negative field of −1000 volts per meter and activity (yellow, amber and blue lights **12***a*, **12***b*, and **12***c*).

FIG. 4. A receiving station directly beneath the electrical storm will sense a negative build-up of about 3,000 volts to 10,000 volts per vertical meter with activity (yellow, amber, blue and red lights **12***a* to **12***d*).

In the block diagram of FIG. **5** there is shown a sensor **11**, signal lights **12**, an amplitude and phase detector **13** having a DC output **14**, polarity switch and light control **15**, an AC output field signal **16**, an activity detector **17** and a timer **18**. This block diagram is the sensor assembly with a sensor unit **11**. Signals from the sensor **11** are fed to the amplifier and phase detector **13**, polarity switch **15** and an activity detector **17**.

All signals that enter the sensor unit **11** of the system are electrostatic. The sensor unit **11** is mounted in a clear, free space seven to ten feet above a roof as shown in FIG. **7**, or structure on which it is mounted. The output of the sensor unit **11** is a sinusoidal AC signal **16**. The frequency of this signal is dependent upon the motor frequency and the number of sections in the sensor board B (FIG. **8**). The amplitude of this signal is dependent upon the impressed field intensity. The phase of this signal is dependent upon the polarity of the field under measurement. This signal along with the phase reference signal from the motor is coupled into the amplifier and the phase detector **13**. Block **13** has two outputs, one AC and one DC. A negative voltage **14** is provided when the field under measurement goes negative, and the amplified signal that results from the impressed field. The negative signal from block **13** connects to block **15** and operates a relay which switches the polarity of the detected amplified signal (also from block **13**). This detected DC voltage is used for the strip chart recorder. The relay contacts are used to change the levels at which yellow and amber signal lights will operate and to switch the blue and red lights into the circuit.

The sensor can be used as a remote station as shown in FIG. **6** over a telephone line **20** when processed through a mixer **19**.

When used with a telephone system block **15** is located at the receiving terminal of the telephone line and contains a low pass filter that passes the AC field signals to block **15** and **17**, and a high pass filter that routes to block **19** as the negative signal voltage.

The following are field intensities which the various lamps of block **12** will light:

Percentage Of Probability		
15%	Yellow = Plus 500 volts per centimeter	(12a)
35%	Amber = Plus 1,500 volts per centimeter	(12b)
15%	Yellow = Minus 100 volts per centimeter	(12a)
35%	Amber = Minus 500 volts per centimeter	(12b)
60%	Blue = Minus 1,000 volts per centimeter	(12c)
80%	Red = Minus 2,000 volts per centimeter	(12d)

It should be noted that the amber, blue and red lamps will not light up even with strong field intensity, unless activity is detected. This arrangement eliminates false indications that would result from high field intensity that is experienced when a storm is collapsing and also eliminates the false indications that would be experienced due to abnormally high earth fields and solar flares. The lamps in block **12** will latch "on" when the required threshold is exceeded, and they light. This is necessary so that if a person should not be viewing the panel at the moment when the lamp turns on, he would not be aware of that particular probability. A challenge button **100** (FIG. **11**) is provided to unlatch the amber, blue and red lamps and let them reset themselves at the correct instant level of probability. Block **15** also contains a chime control that is activated when the activity detector turns on a 5 minute timer, then a strip chart recorder is used, its operating circuitry also comes from block **15** through a pre-set control. The input to the strip chart recorder is a voltage that is negative for negative fields and positive for positive fields. The strip chart should be of the center line type, with a sensitivity of 1 milliamp and an internal resistance of 1,000 to 1,500 ohms.

As shown in FIG. **7**, the input from the atmosphere is received by the sensor unit **11** which is described in FIG. **8** and FIG. **9**, and consists of a sensor rotor **22** coupled to an amplifier which in turn feeds a phase detector **13**. Both the sensor rotor and the phase detector signal generator are turned by a motor **24**. The field intensity is measured by a meter.

The sensor unit **11** has a sensor rotor **22** and a sensor board **26**. The sensor board **26** is composed of two insulated conductive sections A and B. The rotor **22** turns in front of sensor board **26**. Sections A and B of the sensor board **26** are each connected to opposite sides of respective resistors R3 and R4 of FIG. **10**. Section A and B of the sensor board **26** will be alternately exposed to any field that is in front of the sensor. If a negative field is present, the electrons on sections A and B will be repelled and caused to flow to ground through resistors R3 and R4 (FIG. **10**). Resistor R3 and R4 are each respectively connected to the gate electrodes of field effect transistors Q1 and Q2. The IR drop across resistor R3 will be applied to the gate of the field effect transistor Q1 which will cause a change in drain current that flows through transformer T1. The IR drop across resistor R4 will be applied to the gate of the field effect transistor Q2 which will cause a change in the drain current that flows through the transformer T1. The output signal from transformer T1 will be at a frequency that is equal to: $f = (RPM \times S)/60$. Where RPM equals the number of revolutions of the motor in one minute, S is the number segments on the sensor board for one section of A or B of sensor board **26**, and the frequency of the output signal **59** is proportioned to the amplitude of the field being measured.

Transistors Q1 and Q2 are a matched pair with similar characteristics. This is important so that the input circuit will have a high common mode rejection ratio.

Transformer T1 is coupled to a first amplifier Q3 and a second amplifier Q5 which sets the signal level. Amplifier Q3 is coupled to a driver Q4 which in turn is coupled to the phase detector R9 operating at a zero control. Recorder level is set with R10. These components of sensor block **11** are shown in FIGS. **10** and **11** which also shows the amplitude and phase detector **13** and the drive motor **33** and other components of the system. The sensor unit consists of field effect transistors Q1, Q2 and resistors R3, R4 in impedance matching configuration. The output from transistors Q1 and Q2 is across a transformer T1 which in turn feeds the amplitude and phase detector **13**. This component **13** will have a DC output **14** to amplifier transistor Q7 feeding a driver transistor Q8.

Component **13** will also have an AC side consisting of amplifier Q5. Motor **24** also turns a tachometer **28**

which center taps the secondary of transformer T2 and sets the zero control of resistor R9.

The output from the phase detector is to the polarity switch and light control **15** via resistor **R18**. Polarity control switch and light control **15** consists of transistors Q7, Q8, which control a resistor network **R31** to R36 which control transistors Q14 to Q17. These in turn control silicon controlled rectifiers Q18 to Q21 which are yellow Q18, amber Q19, blue Q20 and red Q21. The activity detector **17** is fed by driver transistor Q6.

The lamp circuit is coupled to the chimes control circuit **15**. This circuit has a challenge button **100** which is a normally closed switch. It is also possible to turn off the chimes by a chimes defeat button **101** which is a normally open switch. The timer **18** can be reset by a timer reset button **102**, a normally open switch.

Before the amber, blue or red lamps can operate, the activity detector **17** must trigger the timer **18**. The output signal from block **13** is connected to an input potentiometer R13 through amplifier Q6. This control can be used to adjust its operation to low levels of signals (distant storms) or to higher levels which are the result of electrical storms close to the sensor.

The output arm on this control R29 has a diode D3 connected to it to ground so that the detected signal voltage is positive with respect to ground. This DC voltage is applied to activity detector **17** as the input of two amplifiers Q10 and Q11. The time constant of these two amplifiers are set by capacitor C11 and resistor R27 which is short, and by capacitor C12 and resistor R28 which is longer, therefore, a lag will occur in the circuit with the longer time constant when the signal level changes. The output from one of these amplifiers is a lag voltage as compared to the other signal or reference signal. Each of these two signal voltages are applied to their own power amplifier Q12 and Q13. The output from these two power amplifiers Q12 and Q13 is applied to two optical couplers D4 and R93 in such a manner so that rapid increases in input signal level to the activity detector will cause one of the light emitting diodes in one of the couplers to light. The output from this coupler will be a pulse that indicates a rapid increase in field or a distant lightning stroke. A rapid decrease in input signal level to the activity detector will cause the other light emitting diode in the other coupler to light. Thus, the output from the coupler indicates a nearby stroke of lightning. These pulses are used to start the five minute timer. This circuit allows the activity detector **17** to follow slow changes in the field strength without being in an unbalanced state and lighting either light emitting diode. This is important so that the timer will not be triggered by sunrises, sunsets, or solar flares. Changes of field strength of either polarity of 100 volts/meter or more in a time period of 0.2 seconds or less will cause the activity detector to issue one or more pulses. Changes of atmospheric field at a lower value of voltage in longer time periods will not operate the activity detector. Transistor Q27 and transistor Q26 are used to reset the timer at zero every time activity is detected.

It is to be observed therefore that the present invention provides for an electrical storm forecast system having a sensor unit for receiving electrostatic field information, an amplitude and phase detector coupled to the sensor unit, and information processing means coupled to the amplitude phase detector. The sensor unit has sensor board means having two alternately conductive sections (A, B) radially disposed around a center; rotor blades corresponding to said sections for rotation in a plane adjacent to the sensor board means. First and second field effect transistors are fed by the sensor board coupled to first and second resistors, said field effect transistors each have an output side connected to a transformer with a center tapped primary and a secondary winding, said primary winding having two ends, one end each being connected to an output side; and, an activity detector that detects changes of the earth's field intensity as small as 1 volt/cm in 0.2 seconds or less, a timer that retriggers each time the activity detector issues a pulse, and holds the warning lights to a stand-by state at a given time after the last pulse from the activity detector. There is also a circuit to challenge the warning level and the selection of different alarm levels. The system can be operated at a distance by the use of a telephone circuit.

I claim:

1. A storm forecast system including a sensor unit for receiving electrostatic field information, an amplitude and phase detector coupled to said sensor unit, and information processing means coupled to said amplitude phase detector, said system comprising:

(a) sensor board means (**26**) having two alternately conductive sections (A, B) radially disposed around a center;

(b) a rotor (**22**) with blades corresponding to said sections for rotation in a plane adjacent to said sensor board means;

(c) first and second resistors (**R3, R4**) in series with a center point, said resistors each having an outer end coupled to one of said sections;

(d) first and second field effect transistors (**Q1, Q2**) coupled to said first and second resistors, said field effect transistors each having an output side;

(e) a transformer (**T1**) with a center tapped primary and a secondary winding, said primary winding having two ends, one end each being connected to an output side;

(f) a rotating phase reference generator (**28**) coupled to said sensing board means (*2b*);

(g) a phase detector including first and second diodes (**D1, D2**);

(h) amplifier means coupling the output of said sensor unit to said phase detector; and,

(i) recorder terminals for coupling a recorder to said phase detector.

2. A system as claimed in claim **1** including a resistor network, colored lamps enabled by said resistor network indicating different alarm levels.

3. A system as claimed in claim **2**, including relay means coupled to said resistor network.

4. A system as claimed in claim **3**, including alarm means coupled to said relay means.

5. A device as claimed in claim **1**, including:

(a) a polarity switch (**15**) coupled to said phase detector;

(b) a resistor network (**R31 - R36**) coupled to said polarity switch (**15**); and,

(c) transistors (**Q14 - Q17**) coupled to silicon controlled rectifiers coupled to each resistor of said network to enable lamp means (**12*a* - 12*d***) to give yellow, amber, blue and red light.

6. A system as claimed in claim **2**, including an activity detector means (**17**) coupled to said sensor unit having a variable resistor (**R29**), a diode (**D3**) connected to said variable resistor, timer means (**18**) with long and short time constants means (**C11, C12**), and optical couplers (**D4, R93**) to provide signals as to rapid increases or decreases in storm field intensity.

* * * * *

Thor Guard, Inc.
1193 Sawgrass Corporate Parkway
Sunrise, FL 33323
United States
954.835.0900

Town of Jupiter

Lighthouse Park

9-18-24

"Lightning Prediction Systems Designed and Manufactured in America Since 1973"

	Concrete post, conduit, permitting, man lift	Qty	Unit price	Total Price
	Thor Guard Model TG360	1	$17,200.00	$17,200.00
	Lightning Prediction, Severe Storm & Warning System			
	ThorPCX Software Suite (Anually)	1	$1,500.00	$1,500.00
	Voice of Thor Base Diver (no RF)	1	$3,990.00	$3,900.00
	(32 bit processor, Communication Line, Horn Cluster)			
	Strobe	1	$315.00	$315.00
	UPS Unit 2 hr battery backup, Line condioner	1	$310.00	$310.00
	Cellular Router (Anually)	1	$1,000.00	$1,000.00
	EQUIPMENT & INSTALLATION			
	Installation Estimate	1	$4,895.00	$4,895.00
	Hardware	1	$7,651.12	$7,651.12
	Concrete post, conduit, permitting			
	Shipping Estimate (Corey will Pick Up Equipment)		$1,000.00	$0.00
	Notes:		Subtotal	**$36,771.12**

Thor Guard Software Package is an annual license service that will be $1500/yr.

TOTAL **$36,771.12**

Customer Info:	Derek Harse	Thor Guard Info	
	561-741-2433	Corey LaTulippe	
		clatulippe@thorguard.com	

Customer Signature: _____

Date : _____

Quote valid 90 days - May not include applicable local/state taxes - Freight charges may not be included

Thor Guard, Inc.
1193 Sawgrass Corporate Parkway
Sunrise, FL 33323
United States
954.835.0900

Quote

"Lightning Prediction Systems Designed and Manufactured in the America Since 1973"

Town of Jupiter

Maplewood Park with Remote

9-18-24

Proposed Equipment	Qty	Unit price	Total price
Thor Guard Model TG360	1	$17,200.00	$17,200.00
Lightning Prediction, Severe Storm & Warning System			
ThorPCX Software Suite (Anually)	1	$1,500.00	$1,500.00
Voice of Thor Base Horn Driver			
Includes Enclosure box, transmitter, IO board horn and antenna	1	$4,935.00	$4,935.00
Voice of Thor Remote	1	$4,600.00	$4,600.00
Inclues Enclosure box, receiver, IO board, horn, and antenna			
Solar Panel	1	$370.00	$370.00
Strobe Light	2	$315.00	$630.00
UPS-Line Condtioner, Surge Protector, 2 HR Battery Back UP	1	$310.00	$310.00
Cellular Router (Anually)	1	$1,000.00	$1,000.00
OPTIONAL EQUIPMENT & INSTALLATION			
Installation Fee	1	$5,995.00	$5,995.00
Hardware (Lift, Post setting for remote, Screws, bolts, bracktes, Ridge	1	$12,542.17	$12,542.17
2 Concrete Posts, Conduit, Permitting			
Shipping Estimate (Corey will Pick Up Equipment)	0	$1,000.00	$0.00
Notes:		Subtotal	**$49,082.17**

Thor Guard Software Package is an annual license service that will be $1500/yr.

ALL PRICES ABOVE EXCLUDE APPLICABLE STATE OR LOCAL TAXES

FREIGHT : FOB Sunrise, FL. (Prepaid and invoiced to customer)

Customer Info:	Town of Jupiter	Thor Guard Info	
	Derek Harse	Corey LaTulippe	561-268-4561
	561-741-2433	clatulippe@thorguard.com	

Customer Signature: _____

Date: _____

Quote valid 90 days - May not include applicable local/state taxes - Freight charges may not be included

TOWN OF JUPITER
Inlet Village Market Small-scale Planned Unit Development and Site Plan

DATE	October 15, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Inlet Village Market –** Small-scale planned unit development (SSPUD) and site plan application to construct a two-story building with retail and accessory residential.

EXECUTIVE SUMMARY

Consideration of Small-scale planned unit development and site plan application to construct a 3,433 square two-story building with retail and accessory residential on 0.15 acres of property, located at 1025 Love Street.

ANALYSIS

The subject property has an existing non-conforming single family home that is proposed to be demolished and replaced with a two-story building with ground floor food retail and a second floor accessory residential unit. Because of the small lot size and to provide a walkable site design, the property owner proposes to provide two tandem parking spaces onsite for the accessory residential and is requesting to provide nine daytime parking spaces offsite in the Community Redevelopment Agency's (CRA) parking lot. A condition of approval has been added that prior to issuance of any development permits, the Owner must obtain an executed parking license or agreement for offsite parking.

The proposed development has been found by staff and the Planning and Zoning Commission to be consistent with the Town's objectives and policies for the Inlet Village Sector and Inlet Village Flex future land use designations, specifically Policies 1.9.10 and 1.9.12, which refers to being reminiscent of small historical coastal villages and promoting the existing scale and character of the area. The applicant proposes waivers to be consistent with the Inlet Village Redevelopment Overlay Area and Comprehensive Plan, which includes reduced building setbacks, increased lot coverage, and reduced landscape buffer width. In addition, the applicant is requesting a waiver to allow a short term offsite parking license agreement (typically 5 years). The applicant proposes one of the six public benefits listed in Section 27-1709(b) which is to meet the general planning principals and land development regulations of the redevelopment overlay area (ROA). Staff notes that the project meets the principals of the Inlet Village Redevelopment Overlay Area, which requires consistency with the Comprehensive Plan.

PLANNING AND ZONING RECOMMENDATION:
At their September 10, 2024 meeting, the Planning and Zoning Commission voted (6-0) to recommend approval of the application with staff's recommended conditions, and to recommend the modification of Condition 4(a) so that the building does not shift more than 3' to the west and deletion of Condition 4(d) that required the pathway material to be crushed shell.

The Town Attorney has reviewed the attached resolution and finds it to be in acceptable form.

STRATEGIC PRIORITY

● Manage Growth

ATTACHMENTS

1. Resolution 10-24
2. Staff Report and Attachments

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Peter Meyer at preterm@jupiter.fl.us or 561-741-2691.

RESOLUTION NO. 10-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, CREATING A SMALL SCALE PLANNED UNIT DEVELOPMENT, AUTHORIZING WAIVERS FOR THE REDUCTION OF THE FRONT AND REAR BUILDING SETBACKS, AND LANDSCAPE BUFFER WIDTH, AND A WAIVER TO PERMIT AN INCREASE IN THE LOT COVERAGE; PROVIDING FOR THE APPROVAL OF A SITE PLAN AUTHORIZING THE CONSTRUCTION OF A TWO-STORY BUILDING WITH A RETAIL USE AND AN ACCESSORY RESIDENTIAL UNIT, ON A 0.15± ACRE PARCEL, LOCATED AT 1025 LOVE STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jam-One, LTD owns (the "Owner") approximately 0.15 +/- acres of real property, the legal description of which is attached hereto and incorporated herein as **Exhibit "A**" (the subject property); and,

WHEREAS, the subject property is located at 1025 Love Street; and,

WHEREAS, the Owner has submitted an application proposing to develop a Small-Scale Planned Unit Development (SSPUD) consisting of a two-story building with a retail use on the ground floor and an accessory residential unit on the second floor (the Application); and,

WHEREAS, as part of the Application the Owner has requested waivers for a reduction of the front setbacks for the two-story building and its porch, the rear building setback, and the landscape buffer width; and to permit an increase of the lot coverage on the lot, and to permit non-perpetual offsite parking; and,

WHEREAS, the Town Council has determined that the Owner has provided a public benefit for the requested waivers, specifically meeting the general planning principals and land development regulations of the redevelopment overlay area; and,

WHEREAS, the Town's Planning and Zoning Commission has considered the Application and made its recommendations to the Town Council; and,

WHEREAS, the Town Council conducted a public hearing wherein it considered the evidence and testimony presented by the Town's Planning and Zoning Department staff, the Owner, and any interested parties and members of the public, regarding whether the Application is consistent with the Town's Comprehensive Plan and meets the Land Development Regulations (LDRs) contained in the Town Code, including Section 27-175, the criteria for site plan review; and,

WHEREAS, the Town Council has determined that certain conditions, as set forth herein, are necessary to render the Application consistent with the Town's Comprehensive Plan and to meet the LDRs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, THAT:

Section 1. The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Council.

Section 2. The Town Council finds that the Application meets the criteria contained in Chapter 27, Article VIII, Division 2 of the Town Code and hereby approves the creation of a SSPUD and a site plan authorizing a retail use and an accessory residential unit for the subject property. The Town Council hereby approves waivers for the front setback to the two-story building and its porch, the rear building setback; to the landscape buffer width; and to permit an increase of the lot coverage on the lot.

Section 3. The Town Council finds that the proposed development meets the general planning principals and land development regulations of the redevelopment overlay area which is one of the six defined public benefits as is required by Section 27-1709 of the Town's Code. Specifically, the proposed development provides a pedestrian friendly site design and limits the building height to two-stories consistent with the Inlet Village sector. In addition, the proposed development is consistent with Policies 1.9.10 and 1.9.12 of the Comprehensive plan which refers to small historical villages and promoting existing scale and character of the area.

Section 4. The approval of the SSPUD and the site plan are subject to the following conditions:

1) The Owner shall install and maintain all improvements in compliance with the following:
    a) Site Plan and Details, prepared by Cotleur & Hearing, referenced as "Sheet 1 of 3 and 3 of 3", dated 03/27/24, received and dated by the Department of Planning and Zoning on 06/18/24.
    b) Landscape Plan and Details, prepared by Cotleur & Hearing, referenced as "Sheet 1 of 3 thru 3 of 3", dated 03/27/24, received and dated by the Department of Planning and Zoning on 06/18/24.
    c) Roof Plan, Elevations, Floor Plans, Materials and Finishes, prepared by REG Architects, referenced as "1 of 11 thru 11 of 11", dated 07/11/24, received and dated by the Department of Planning and Zoning on 08/23/24.
    d) Statement of Use, prepared by Cotleur & Hearing, dated 06/07/24, received and dated by the Department of Planning and Zoning on 08/30/24.
    e) Traffic Statement, prepared by Simmons & White, dated 07/23/24, received and dated by the Department of Planning and Zoning on 07/24/24.
2) The uses conducted on the subject property shall be consistent with the Statement of Use, dated 06/07/24, received and received by the Department of Planning and Zoning on 08/30/24.

3) Any revisions to the small-scale planned unit development (SSPUD), the site plan, Statement of Use, or other details submitted as part of the Application, including but not limited to the location of the proposed improvements or additional, revised or deleted colors, materials, or structures, or changes to how the use operates, shall be submitted to the Department of Planning and Zoning (the Department) and shall be subject to its review and approval.

4) **Site plan.** Upon the submission of the final plans and prior to the issuance of any development permits, the Owner shall revise the site plan to:

   a) Shift the building footprint a maximum of 2.7’ to the west to provide parallel parking spaces along the alley easement.

   b) Update the greenspace percentage to incorporate the parallel parking spaces in the alley.

   c) Increase the required number of spaces from 10 to 11 spaces.

   d) Revise the outdoor seating area to include the 4-foot wide walkway and measure to the edge of patio.

5) The Owner shall maintain the landscape materials, mulch, rock, or other acceptable pervious materials in greenspace areas.

6) **Architecture.** Upon the submission of the final plans and prior to the issuance of any development permits, the Owner shall revise the elevations to provide a detail of the rafter tails showing that it rakes the eave.

7) The commercial use hours of operation shall be limited from 6:15 a.m. to 4:15 p.m. to allow employees time to open business and close down business within the hours of the offsite parking license hours of 6 a.m. to 4:30 p.m., unless the hours of the parking license or easement provide for a longer period.

8) Upon the submission of the final plans, and prior to the issuance of any development permits, the Owner shall submit to the Department the following:

a) An executed parking license or easement for a minimum of nine off-site parking spaces. The license or easement shall be subject to the review and approval of the Department in consultation with the Town Attorney.

b) A 2.9-foot public sidewalk easement along Love Street for the proposed sidewalk lying outside of the right-of-way limits. The easement shall be subject to the review and approval of the Town Attorney in consultation with the Town Engineer. The Owner shall record the easement prior to the issuance of a Certificate of Occupancy and return a copy of the recorded easement to the Department.

c) A 6-foot wide Public Alley Right of Way Easement along the east property line dedicated to the public. The easement shall allow the Town or an adjacent property owner to permit, construct, operate, and maintain the alley. In addition, the easement shall allow the Town to assign the right for construction and maintenance to a third party such as a contractor. The form and language of the easement is subject to the review and approval of the Town Engineer and the Town Attorney. Once approved by the Town Engineer and Town Attorney, the Owner shall record the agreement in the public records of Palm Beach County. Once returned to the Owner from the recording department, the Owner shall submit a certified copy of the recorded agreement to the Department prior to the issuance of the first Certificate of Occupancy.

9) Failure to provide documentation of the guaranteed offsite parking shall constitute a violation of this development order until such time as parking is provided as approved by the Director of Planning and Zoning or Town Council, if required.

10) **Signage.**

a) The Owner shall be not be permitted a freestanding sign.

b) The Owner shall be limited to a maximum wall sign are of 40 sf.

11) The Owner shall not be permitted an alcohol license for the subject property, unless a development order amendment is approved by the Town Council.

12) The Owner shall be required to maintain living groundcover in all areas, except those areas occupied by other approved landscape materials pursuant to Section 23-96.

13) Upon the submission of the final plans and prior to the issuance of any development permits, the Owner shall pay the stormwater availability fee of $5,520.80 for tying into the Town's existing drainage system on Love Street.

14) The Owner shall adhere to the requirements for the approved Certificate to Dig by the Historical Resources Board.

15) Upon the submission of the final plans and prior to the issuance of any development permits, the Owner shall submit a revised concurrency letter from Palm Beach County based on the recent traffic statement submitted which reduced overall trips.

16) The conditions of approval herein shall apply to the Owner and its successors and assigns.

Section 5. This Resolution shall take effect immediately upon its execution.

Attachment: Exhibit "A" - Legal Description

#5778478 v1 26503-00001

LEGAL DESCRIPTION

FROM THE SOUTHEAST CORNER OF LOT 8, SUNI-SANDS AS RECORDED IN PLAT BOOK 23, PAGE 5, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, PROCEED NORTHERLY, ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 150 FEET; THENCE WESTERLY, PARALLEL TO THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 200 FEET TO THE WEST LINE OF SAID LOT 8, THENCE NORTHERLY, ALONG THE SAID WEST LINE OF LOT 8, A DISTANCE OF 133.33 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY, PARALLEL TO THE SAID SOUTH LINE OF LOT 8, A DISTANCE OF 100 FEET; THENCE NORTHERLY PARALLEL TO THE SAID EAST LINE OF LOT 8, A DISTANCE OF 66.67 FEET; HENCE WESTERLY, PARALLEL TO THE SAID SOUTH LINE OF LOT 8, A DISTANCE OF 100 FET TO THE SAID WEST LINE OF LOT 8, THENCE SOUTHERLY, ALONG THE SAID WEST LINE OF LOT 8, A DISTANCE OF 66.67 FEET TO THE POINT OF BEGINNING.

PROPERTY CONTAINS 6,417 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

Town of Jupiter Staff Report for Inlet Village Market
TOWN MANAGER'S OFFICE

DATE: October 8, 2024

TO: Honorable Mayor and Members of Town Council

THRU: Frank J. Kitzerow, Town Manager

FROM: John Sickler, Director of Planning and Zoning

SUBJECT: **Inlet Village Market** – Small-scale planned unit development (SSPUD) and site plan application to construct a 3,433 square foot two-story building with retail and accessory residential, on a 0.15± acre property, located at 1025 Love Street.

Res. #10-24
PZ 22-5252 & 5253
P. Meyer

P&Z Commission: 09/10/24
Historical Resources Board: 9/16/24
Town Council: 10/15/24 (quasi-judicial)

Project Information

Project Name:	Inlet Village Market
Owner/Applicant:	Jam-One, LTD
Agent:	Cotleur & Hearing
Location:	1025 Love Street
Acreage:	0.15 ± acres
Future Land use designation:	Inlet Village Flex within the Inlet Village Sector of the US 1 Intracoastal Waterway Corridor
Zoning:	General Commercial (C-2) within the Inlet Village Redevelopment Overlay Area (ROA)
Existing use:	Single-family residential
Proposed uses:	Retail food (traffic generation statement is specifically for a coffee/donut shop without drive-thru) and one accessory residential dwelling unit
Request:	• Small Scale PUD to request waivers to: reduce building setbacks, increase lot coverage, reduce the landscape buffer width, and to allow a short term offsite parking license agreement in the CRA public parking lot. • Site plan application to construct a two-story building with 2,050 sf of food retail with 183 sf of outdoor seating located on the ground floor and an accessory residential dwelling unit on the second floor (see Attachment A).

Applicant Issues

The applicant has no issues.

Staff Update

- On September 16, 2024, the Jupiter Historic Resources Board approved the certificate to dig.
- Condition 4(a) was modified by the Planning and Zoning Commission to limit the distance the building can shift to a maximum of 3' to the west. The waivers as proposed would only allow a maximum shift of 2.7'. Therefore, staff has updated Condition 4(a) so that the building cannot shift more than 2.7' to the west.

Planning and Zoning Commission Recommendation

At their September 10, 2024 meeting, the Planning and Zoning Commission voted (6-0) to recommend approval of the application with staff's recommended conditions, and to recommend the modification of Condition 4(a) so that the building does not shift more than 3' to the west and deletion of Condition 4(d) that required the pathway material to be crushed shell.

Staff Compliance Review Summary

The requested small scale planned unit development and site plan are in compliance with the Town Code, contingent on the Historical Resources Board approval of the certificate to dig application and Town Council approval of the requested waivers. Conditions have been included in ***Resolution 10-24*** to address waivers, offsite parking, minor details of the plans and future signage.

Project Data

Pertinent site plan data and information in reference to the application is listed below:

Table 1: Adjacent Properties

Direction	Existing Land Uses	Future Land Use | Zoning Districts
North	Residential (Single family residence)	Inlet Village Flex/General Commercial (C-2) within the Inlet Village Redevelopment Overlay Area (ROA)
South	Residential (Single family residence)	Inlet Village Flex/General Commercial (C-2) within the Inlet Village Redevelopment Overlay Area (ROA)
East	Office (Big Dog at 1016 Clemons)	Inlet Village Flex/General Commercial (C-2) within the Inlet Village Redevelopment Overlay Area (ROA)
West	Restaurants (Lucky Shuck, Topside, and Beacon)	Inlet Village Flex/General Commercial (C-2) within the Inlet Village Redevelopment Overlay Area (ROA)

Table 2: Site Plan

	General Commercial (C-2)	Owner's proposal
Lot area (minimum)	15,000.0 square feet	6,417 sf (0.15 ac) [1]
Lot width (minimum)	75.0 feet	67.0 feet [1]
Lot depth (minimum)	150.0 feet	100.0 feet [1]
Front setback to building	33.0 feet (nonconforming)	29 feet (waiver requested)
Front setback to porch	21.5 feet	18 feet (waiver requested)
Rear setback	20.0 feet (nonconforming)	14 feet (waiver requested)
Side setback	0 feet (nonconforming)	5.2 feet (South property line) 5.0 feet (North property line)
Lot coverage	35.0 percent	40.75 percent (waiver requested)
Building Height	50.0 feet	29.0 feet
Green space	12.6 percent [2]	38.4% (26.6% if alley with parallel parking installed)

Table 3: Landscaping

	Minimum requirements	Owner's proposal
Perimeter trees (quantity)	14	16
Foundation Perimeter Planting (Linear Feet)	92 LF	119 LF
Foundation Perimeter Planting (Square footage)	861 SF	923 SF
Native trees, shrubs, and groundcovers	50%	82.13% shade trees 61.11% palms 50.60% shrubs and groundcovers

Table 4: Traffic (Attachment D)

Traffic Performance Standards (TPS)	Owner's proposal
Satisfies Town of Jupiter TPS	Yes
Satisfies Palm Beach County TPS	Yes
New daily trips	455
New AM peak hour trips	142
New PM peak hour trips	38

Table 5: Parking

Parking requirements	Required	Provided
Standard Space	11	2 spaces onsite 8 spaces (proposed offsite in CRA parking lot [3] *)
Handicapped parking spaces	1	0 *[4]

[1] The subject property is a non-conforming lot of record, since it does not meet the minimum lot area, width and depth (Section 27-3393).
[2] Since the subject property is non-conforming, the property is permitted a reduction in greenspace pursuant to Section 27-3393(4).
[3] Offsite parking requested in Town's CRA parking lot.
[4] Handicap parking space provided in the CRA parking which is located in close proximity to the subject property.

Parking requirements	Required	Provided
Total	10	10

Table 6: Signage

	Max. requirements per Section 27-3359 & 27-3362	***Applicant's proposal***
Freestanding sign	1	0*
Wall sign	88.16 sf	29.79 sf *

Table 7: Stormwater Management

Minimum Requirements	Owner Proposal
Satisfies Town of Jupiter Requirements	Yes*

Table 8: Pedestrian Amenities

	Required	Provided
Bicycle Rack	1	1
Bench	1	1
Trash receptacle	1	1

*Conditions of approval are recommended to address these items

Background

The subject property has an existing non-conforming single family home that is proposed to be demolished and replaced with the two-story building with ground floor food retail and a second floor accessory residential unit. Because of the small lot size and to provide a walkable site design, the property owner proposes to have minimal parking on-site and the majority of parking off-site. The applicant is requesting offsite parking on the Community Redevelopment Agency's (CRA) parking lot. As an application requirement, authorization from the Owner of the property in which the off-site parking is located must be provided. On December 11, 2023, the CRA provided authorization to the Owner, Jam-One, LTD, to submit SSPUD and site plan applications which includes eight off-site parking at the CRA parking lot. If the Town Council approves the proposed request, the following additional process will be required:

- Applicant must submit a request a parking license agreement with the CRA for off-site parking required for the development;
- Parking license agreement must be reviewed by staff and the Town Attorney;
- Parking license agreement must be reviewed and approved by the CRA Commission.

Staff notes the original concepts for the Inlet Village recognized the opportunity to maintain the small lots on this block between Love and Clemons streets in order to produce a village scale including adaptive reuse and small scale redevelopment to accommodate mom and pop or locally owned small businesses.

Currently, the Town is in the process of amending the existing CRA Plan, which is scheduled for review by the Commission on September 11th. As part of the public outreach meetings, the Town engaged stakeholders within the CRA. Some of the stakeholders expressed the desire to have a restaurant that serves breakfast, so there is more activity during daytime hours. As part of the draft CRA Plan amendment, there are potential program opportunities to establish incentives for desired uses.

The applicant has submitted a certificate to dig application that is scheduled for the September 16, 2024 Historical Resources Board meeting, see the historic and archeological preservation section below for analysis.

Analysis

This section analyzes the land development regulations and notes the application's inability or ability to satisfy all applicable development provisions of the Town Code and Comprehensive Land Use Plan (CLUP). The analysis is as follows:

Comprehensive Land Use Plan (CLUP) Consistency. The proposed development is generally in conformance with the Comprehensive Plan.

- The subject site is consistent with the Town's objectives and policies for the Inlet Village Sector and Inlet Village Flex future land use designations. The SSPUD is specifically consistent with 1.9.10 and 1.9.12 which refers to small historical villages and promoting the existing scale and character of the area (See Attachment B).
- The applicant is proposing a six foot wide alley easement along the rear of the property. Policy 1.9.13 of the future land use element of the Comprehensive Plan requires that east/west road connections and alleys be provided in addition to requiring cross access between properties and throughout the Inlet Village Sector. The subject property is located in a block that has been identified to benefit from a future north/south alley that would provide better access and parking options for these small lots and nonconforming properties. The future alley would provide for service, loading, vehicular access and parking. It would also reduce pedestrian and bicycle conflicts with driveways along Love Street and Clemons (See attachment C for context plan). The future alley needs to be a minimum 12' wide one-way alley that runs north/south in the middle of this block. Parallel or angled parking would be encouraged on both sides of the alley. In order to achieve this alley in the future, each property would need to dedicate a minimum of a 6' alley easement. This is the first property within this block to proposing to provide the easement for the future alley. When other redevelopment occurs on this block additional easements can be obtained to allow for construction of the alley to provide for service deliveries and parking that will not interrupt the pedestrian experience on Love and Clemons streets.
- Conditions have been recommended to **require easements for the dedication of the alley and allow for its construction in the future.**

Zoning District consistency. The proposed development is not in conformance with the General Commercial (C-2) zoning district; however, that is anticipated since the subject property is located within the Inlet Village Redevelopment Overlay area (ROA), which requires consistency with the detailed Inlet Village Sector policies outlined in the Comprehensive Plan. The Inlet Village ROA supports creating a walkable environment through reduced setbacks, required minimum build-to lines, increased lot coverage, and reduced landscape buffer requirements. It promotes an active "village" setting, which is in contrast to the conventional suburban commercial development environment that results from the standards in the C-2 zoning district. C-2 district requires on-site parking lots, larger setbacks, greater building separations, wider landscape buffers between uses, and typically produces an environment that is not as walkable. To ensure compliance with the Comprehensive Plan, LDRs were adopted in 2010 creating the Inlet Village ROA and SSPUD regulations specifically to provide flexibility through a waiver process to resolve the conflicts with the standards of the C-2 district. These regulations are required to be used for developments in the Inlet Village Sector.

The existing nonconforming lot and proposed structure maintain the small lot size and propose setbacks are more consistent with the adopted Inlet Village Sector Comprehensive Plan goals, objectives, and policies than the dimensional requirements of the C-2 district.

The applicant is proposing a retail use which is a use-by-right in the C-2 zoning district. The applicant states that the retail use may include a clothing store, food retail, bakery, candy store, coffee shop, donut shop, and/or an ice cream shop. The traffic statement was specifically for a coffee/donut shop without drive-thru which is the highest intensity of retail.

Small Scale Planned Unit Development. The proposed development is in conformance with the requirements of Chapter 27, Article VIII, Division 2 entitled, "Small-Scale Planned Unit Development District (SSPUD) with staff's recommended conditions of approval.

PUD Waivers. Town Council may approve waivers within a Small-Scale Planned Unit Development (PUD), pursuant to Section 27-1709 and Section 27-1711 in order to ensure consistency with the Comprehensive Plan Policies is achieved. Other properties within the Inlet Village were developed in a similar manner through the granting of waivers. Zoning regulations were adopted for properties south of Saturn Street which are located within the Inlet Village Zoning District. Staff looks to these regulations as a general guide for development in the area north of Saturn Street, which includes the subject property. The SSPUD process allows waivers to ensure the properties north of Saturn develop consistent with the detailed policies in the Comprehensive Plan for the Inlet Village Sector. See table below with a comparison between the proposed waivers and the Inlet Village zoning district.

Table 8: Waivers

	General Commercial (C-2)	**Inlet Village Flex South Subdistrict (for comparison)**	**Proposed waivers (from C-2 non-conforming reductions)**
Front setback to building	33.0 feet (non-conforming reduction)	10.0 feet (street build to line)	29 feet
Front setback to porch	21.5 feet (non-conforming reduction)	10.0 feet (street build to line)	18 feet
Rear setback	20.0 feet (non-conforming reduction)	5 feet (to alley)	14 feet
Lot coverage	35.0 percent	65.0 percent	40.75 percent
Landscape buffer	10 feet	5 feet	5 feet

The applicant is requesting the following six waivers (see Attachment A, Statement of Use):

1. *Waiver Request:* Allow a 4 foot reduction to the required 33 foot non-conforming front setback to allow the proposed building to be setback 29 feet from the front property line.
   Staff Comment: Staff finds the requested front setback reduction setback is consistent with the Inlet Village ROA, which requires consistency with the Comprehensive Plan Policies 1.9.10 and 1.9.12. Based on the Inlet Village Zoning District subdistricts, the front setback is a build to line of 10'. The request is more moderate than the 10' build to line required in the Inlet Village Zoning District subdistricts for comparison. The reduced front setback will provide for a more pedestrian friendly environment.
2. *Waiver Request:* Allow a 3.45 foot reduction to the maximum 35% encroachment into the required front building setback to allow the proposed covered porch to be setback 18 feet from the front property line.
   Staff Comment: Staff finds the requested porch encroachment reduction of 18' is consistent with the Inlet Village ROA which requires consistency with the Comprehensive Plan Policies 1.9.10 and 1.9.12. Specifically, Policy 1.9.12(n) requires buildings to be constructed up to a build to line which is established in the Inlet Village

Zoning District to be 10' for comparison. The reduced front setback will provide for a more pedestrian friendly environment.

3. *Waiver Request:* Allow a 6 foot reduction to the required 20 foot non-conforming rear setback to allow the proposed building setback to be 14 feet from the rear property line.
   Staff Comment: Staff finds the requested reduction is consistent with the subdistricts of the Inlet Village Zoning District which permits a 5' rear setback to an alley. The applicant proposes to shift the building 2.7 feet to the west which will put the building at potentially have a 16.7' rear setback measured from the closest portion of the building to the property line.
4. *Waiver Request:* Allow an increase in lot coverage from 35 to 40.75 percent.
   Staff Comment: Staff finds the required increase is consistent with the Inlet Village ROA which requires consistency with the Comprehensive Plan Policies 1.9.10 and 1.9.12. Staff notes that the requested increase in lot coverage is less than the 65% lot coverage permitted in the Flex South Subdistrict in the Inlet Village Zoning District for comparison.
5. *Waiver Request:* Allow a 5 foot reduction to the required 10 foot wide landscape buffers on the north and south side of the property.
   Staff Comment: Staff finds the reduction is consistent with the Inlet Village Flex South Subdistrict which permits 5 foot wide landscape buffers for comparison.
6. *Waiver Request:* Allow a short term offsite parking license in the CRA public parking lot.
   Staff Comment: Section 27-2832(b) requires offsite parking to be provided for an unlimited period of time, for example, as guaranteed in a perpetual covenant. The applicant is requesting to secure offsite parking in the CRA parking lot with parking licenses for a time period of five years and not perpetual covenants. Staff notes that a similar waiver was granted for Guanabanas in 2012. Since the required parking for the commercial space is 100% reliant on offsite parking, the applicant has provided alternatives if in the future the CRA does not renew a parking license. One of the options it to secure offsite parking at another location other than CRA lot or request shared approval of parking with his nearby property and business (Square Grouper and Castaways).

Public Benefit. SSPUD's are required to provide one or more of the six public benefits listed in Section 27-1709(b). The applicant proposes one of the six public benefits which is to meet the general planning principals and land development regulations of the redevelopment overlay area (ROA) designated by article IX of this chapter. Staff notes that it includes designing the building to have a strong relationship to the street with a covered porch that provides outdoor seating and an open terrace on the second floor associated with the accessory residential unit, which provides for a pedestrian friendly environment; proposes a future alley and parallel parking in the rear of the property to provide additional parking and opportunity to keep delivery vehicles off of Love Street; and the project meets the ROA principals which requires consistency with the Comprehensive Plan policies, as noted in the Comprehensive Plan section above.

Site Plan. The proposed development's site plan is in conformance with the requirements of Chapter 27, entitled "Zoning".

- The applicant proposes to provide a six foot alley easement along the rear of property for a future alley. It is recommended that the applicant show future parallel parking spaces along the alley to provide more parking onsite and lessen the need for offsite parking. In order to have the option to add parallel parking, the applicant proposes to shift the building footprint to the west a few feet to provide space next to the parallel spaces to allow for door swing. Therefore, **staff recommends a condition of approval requiring that the site plan be revised to shift the footprint of the building to the west to accommodate future parallel parking spaces along the alley easement**.

- The applicant proposes 38.41 percent of greenspace. However, this does not factor in the future reduction in greenspace, if the alley and/or parallel parking spaces are constructed. Staff estimates 26.6 percent of greenspace will remain once the future alley and parallel parking is constructed. Since the property is an existing non-conformity, the minimum required greenspace is 12.6%. Therefore, **staff recommends a condition that the applicant revise the tabular data to show the greenspace percentage with the construction of the future alley and parallel parking spaces.**
- The applicant proposes a three foot wide white pea gravel path on the north side of the building within the five foot landscape buffer. Pursuant to Section 23.3 landscape is defined to include any combination of living plans (such as grass, ground cover, shrubs, vines, hedges, or trees) and non-living landscape material (such as rocks, pebbles, sand and mulch). Since the proposed pathway material includes material that is pervious, it meets the code. However, staff recommends a condition that the pathway material be changed to crushed shell consistent with other projects in the area to be more consistent with the coastal environment.
- To ensure that all greenspace areas remains natural and pervious, **staff recommends a condition that the owner maintain the landscape materials, mulch, rock, or other acceptable pervious materials in greenspace areas.**
- The applicant is requesting the hours of operation to the public to be from 6:15 am to 4:15 pm daily. In addition, the applicant requests that employees be able to arrive at the CRA parking lot at 5 am and leave by 4:30 pm. The applicant is proposing to utilize the CRA's parking lot during the hours of 5:00 am and 4:30 pm. The initial request to the CRA for authorization to submit the application indicated utilization of the CRA parking lot between 6 am and 4:30 pm. The requested to modify the hours of the parking license would require approval of the CRA. Staff notes that the CRA parking lot has availability at 5 am if the CRA extends the time of the parking license. If the CRA does not extend the parking license to 5 am then staff is concerned that the proposed morning hours of operation does not provide adequate time for employees to park in the lot after 6:00 am and prepare to open the business by 6:15 am. In addition, staff is concerned with the proposed closing hours of operation does not provide adequate time for employees to complete their shift, clean up, etc. and leave the CRA parking lot prior to 4:30 pm. Therefore, **a condition of approval has been recommended to limit commercial use hours of operation, and to allow employees time to open business and close down business within the hours of the offsite parking license hours of 6 a.m. to 4:30 p.m, unless the hours of the parking license provide for a longer period.**

Parking. The proposed development is not conformance with Section 27-2828 entitled, "Standards for required off-street parking and loading spaces" with the recommended conditions of approval.

- The applicant indicates that a total of ten spaces are required overall for the project with one and one half spaces for the accessory residential unit and eight spaces for the commercial use. However, an additional parking space is needed based on staff's calculation of the outdoor seating area, bringing the total parking required to eleven spaces (See outdoor seating section about for analysis). Therefore, **revise the site plan to increase the number of required parking from 10 to 11.**
- The applicant proposes to provide a private driveway onsite to accommodate the two parking spaces associated with the accessory residential unit.
- The applicant is requesting to lease eight parking spaces offsite on the CRA parking lot during the daytime hours between 6 am to 4:30 pm. The number of off-site parking spaces need to increase to nine parking spaces to address the additional parking space required. Staff has recommended a condition of approval that **the Owner shall provide documentation to ensure the number of required offsite parking spaces. In**

addition, failure to provide documentation of the guaranteed offsite parking will constitute a violation of this development order until such as parking is provided as approved by the Director of Planning and Zoning.

- If the CRA desires to have a breakfast restaurant within the Inlet Village area, the proposed development could potentially accommodate a breakfast restaurant since it is a daytime use; however, this would increase the amount of off-site parking required for the commercial space from nine spaces to 28 spaces. Staff notes a high-turnover restaurant will generate less trips per 1,000 sf than a coffee/donut shop, which was the use evaluated for the traffic impacts. If this is a desired use by the Town Council and CRA, the additional number of spaces necessary for a breakfast restaurant could be provided for some or all of the 28 offsite parking spaces, as an incentivize to accommodating a use desired by some members of the public who participated in the public input process associated with the CRA Plan update.

Outdoor Seating. The proposed outdoor seating is **not** conformance with the requirements of Chapter 27, Article XI, Division 30, entitled "Outdoor Seating" of the Town Code.

The applicant proposes 183 square feet of outdoor seating. The applicant's calculation does not measure to the edge of the patio and does not include a four-foot wide walkway between the tables. The Town calculates outdoor seating area differently when the outdoor seating is for a stand alone building versus a mutli-tenant strip center. For a stand alone building the four-foot wide walkway is not excluded since the pathway is not needed for pedestrians to be able to go from one tenant space to another. The only area excluded from the outdoor seating calculation for a stand-alone building is the walkway to the front entry of the building from a sidewalk. Staff has calculated the outdoor seating area to include the four foot wide walkway which brings total outdoor seating to 336 square feet. Pursuant to Section 27-2760(10)(d) restaurants greater than 1,500 sf is permitted outdoor seating up to ten percent of the gross floor area of the indoor area without requiring additional parking. Therefore, the proposed 2,050 is permitted up to 205 sf of outdoor seating without requiring additional parking. Since the proposed outdoor seating is 336 sf which exceeds the ten percent then the additional 131 sf of outdoor seating needs to be parked. Therefore, **staff recommends a condition of approval to revise the outdoor seating area to include the four foot wide walkway and to measure to the edge of the patio**.

Architecture. The proposed architecture includes inspiration from the French Caribbean style. The building is compatible with other commercial buildings in the surrounding area. The proposed 2-story building includes white washed brick on the ground floor with cement batten board wall on the second floor. Other architectural details and pedestrian scale elements include a porch provided at the ground level for outdoor seating for the commercial use and a balcony above for the accessory residential unit.

The applicant proposes a mechanical exhaust vent on the east side of the building which is proposed to be screened by landscaping consistent with Section 23-74. Staff finds this to be preferred to adding a screening structure that would have to be substantially larger than the vent to meet the separation requirements of the Building Code and detract from the architectural design of the building.

The applicant is proposing exposed rafter tails and provided a detail of the rafter tail. However, a detail was not provided which shows that the rafter tails will rake the eave (follow the slope of the roofline above) to be historically accurate. Therefore, **revise the plans to provide a detail of the rafter tails showing that it rakes the eave to be historically accurate**.

Traffic. The proposed application is subject to conformance with Palm Beach County (PBC) and the Town's traffic performance standards. Staff has received PBC Traffic approval as well as approval from the Town's traffic engineer. The proposed application is anticipated to produce 455 Average Daily Trips, 142 AM Peak Hour, and 38 PM Peak Hour trips (see Attachment D).

- In 2016, the Town's traffic engineer developed a traffic buildout management sketch tool for the Inlet Village, which was intended to maintain A1A as a functional two-lane road. Based on the daily traffic projection provided by the Traffic Impact Statement provided, the average daily trips for this 0.15 acre property is 3,033 trips per acre, as compared to the 154 daily trips per acre estimated for all future parcels to be developed at buildout. This is a planning tool that can be utilized to assist in make decisions that can impact future land uses. This planning tool is not regulatory and is informational only.
- The reduced daily and peak hour trips were calculated based on the proposed hours of operation not extending past 5 pm.
- The Town received PBC traffic concurrency based on previous traffic statement which included higher daily trips. Therefore, **staff recommends a condition of approval that the applicant submit a revised concurrency letter from PBC for reduced trips.**

Historic and archaeological preservation. The subject property has an existing single-family dwelling unit that was built in 1965 and is proposed to be demolished. The existing house does not have a local historic designation, is not listed in the draft Janus report due to its age, and does not have any known historical significance. Therefore, demolition of the structure is permitted.

On the archaeological site potential map, the subject property is located within the moderate potential zone. Pursuant to Section 27-2443(d)(3) "Archaeological resources protection" applicants for site plans for large-scale and small-scale developments located within the high or moderate potential zones shall be required to obtain a Certificate to Dig." The applicant has submitted a Certificate to Dig (CTD) application that is scheduled for review by the Historical Resources Board (HRB) on September 16, 2024. The HRB has the authority to approve or deny the CTD. Per Section 27-2443(e)(1), owners submitted a Certificate to Dig application prior to the issuance of a development order, and the determination of the CTD will occur prior to the Town Council hearing tentatively scheduled for October 15, 2024.

The Cultural Resource Assessment Survey (CRAS) states that the subject property contains shell scatter that is a possible extension of the Suni Sands site to the east. No artifacts were found, only ecofacts such as oyster and clam shells were found on the property, and the preservation quality of the site is poor to fair as the area was cleared. Therefore, the site is not eligible for listing in the National Register of Historic Places. The conditions of approval proposed by the Town's archaeologist for the Certificate to Dig include a requirement for archaeological monitoring during any ground disturbing activities. As the Certificate to Dig application will be heard after the Planning and Zoning Commission meeting, a condition of approval that **the owner shall adhere to the CTD requirements is recommended.**

Signage. The applicant provided details of the proposed wall sign for the commercial use. Any other proposed signs will be required to be in conformance with Section 27-1493, entitled "Space regulations for permanent signs".

- The proposed plan does not include a freestanding sign. Since the proposed building is closer to the road and meant to be more in keeping with a village atmosphere, a freestanding sign is not necessary. Therefore, staff has recommended a condition that **a freestanding sign is not permitted in the future**.
- The applicant proposes one 29.79 sf wall sign for the commercial use. To be consistent with the Inlet Village Flex South zoning district, staff has recommended a condition to

limit the square footage of the wall sign to be 40 sf pursuant to Section 27-1493. Therefore, staff recommends a condition of approval **limiting the size of the wall sign to not to exceed 40 sf.**

Alcohol. The applicant indicates in their statement of use that alcohol will not be served. Therefore, **staff has recommended a condition of approval that no alcohol license is permitted for the subject property, unless a development order amendment is approved by Town Council.**

Miscellaneous. The Utilities Department requires that the Owner connect to the existing drainage system on Love Street. The Owner will need to pay their proportionate share of the stormwater management system to which it will connect. The fee is based on acreage of the property (0.1473) x $37,480 per acre = $5,520.80. Therefore, **staff has recommended a condition of approval that prior to the issuance of any development permits, the Owner shall pay the stormwater availability fee for tying into the Town's existing drainage system on Love Street.**

Site Plan Criteria.
Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met 11 out of 12 criteria. The criterion that is not satisfied is:

3. Is the application consistent with all applicable land development regulations and all other portions of the Jupiter Town Code.

Staff has provided conditions of approval for the following code sections that will ensure that the proposed development is in compliance.

1) Section 27-566 entitled "Area and dimension regulations"
2) Section 27-2760(10)(d) entitled "Regulations"
3) Section 27-2828 entitled "Standards for required off-street parking and loading spaces"
4) Section 27-2832(b) entitled "Off-site parking"

Attachments:

Attachment A – Statement of Use
Attachment B – Comprehensive Plan Policies 1.9.10 and 1.9.12
Attachment C – Alley context plan
Attachment D – Traffic Generation Statement

* Please contact Peter Meyer at peterm@jupiter.fl.us 561-741-2691 in order to obtain a copy of the proposed plans or any attachments.

Cotleur & Hearing
LC26000535
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INLET VILLAGE MARKET

Site plan Review and Small Scale PUD

STATEMENT OF USE

December 29, 2023
Revised June 7, 2024

REQUEST

On behalf of the applicant and owner, Jam-One, LTD, we are requesting site plan review approval and small-scale PUD for the project known as “Inlet Village Market”. The owner is proposing a mixed-use building with retail on the ground floor and one accessory dwelling unit above. All retail, including food-retail and accessory dwelling units are a use by right within the General Commercial (C-2) zoning district.

PROJECT TEAM

All correspondence in connection with this request should be directed to the agents for the applicant:

AGENT / LANDSCAPE ARCHITECT / PLANNER
Cotleur & Hearing
Contact: Donaldson Hearing/Melissa Kostelia
1934 Commerce Lane, Suite 1
Jupiter, Florida 33458
Phone: (561) 747-6336

OWNER
Jam-One, LTD
Contact: James Burg
8819 NO. Virginia Ave
Palm Beach Gardens, Florida 33418

ARCHITECT
REG Architects Interiors Planners
Contact: Rick Gonzalez, AIA/ Vlad Dumitrescu
120 S Olive Avenue, Suite 210
West Palm Beach, FL 33401
Phone: (561) 659-2383

CIVIL AND TRAFFIC ENGINEER
Simmons & White
Contact: Bryan G. Kelley, P.E.
2581 Metrocentre Blvd West, Ste 3
West Palm Beach, FL 33407
Phone: (561) 478-7848 x112

LOCATION

The subject site is located 1025 Love Street in the Jupiter Inlet Village. The current use of the site is a one-story single family residence constructed in 1965. The 0.15 acre property is located within the General Commercial zoning district (C-2) and has an Inlet Village Flex (IVF) Future land use designation. The site is also within the US-1 Intracoastal Waterway Corridor and the Inlet Village Redevelopment Overlay Area (ROA).

USE REGULATIONS- RETAIL

Approval of this request would allow 2,050 square feet of Retail for a small establishment on the ground floor for traditional retail such as a clothing store or food retail, including but not limited to a bakery, candy store, coffee shop or potentially an ice cream shop.

The owner is envisioning a small market under the food-retail definition. Within the definition of “Retail”, section 27-1 states: “other types of retail may include food and/or beverages for off-premise consumption either immediately or with further preparation.”

The proposed retail is located within walking distance of many local attractions, destinations, and restaurants in the Inlet Village. It is anticipated that the majority of patrons would walk to the site while visiting the surrounding area.

The owner is also proposing some tables and chairs for use of the patrons under the covered canopy. Other patrons would park their cars nearby, enter the retail shop and order at the counter and leave the market with baked goods or shopping bags. The retail “back of the house” is dedicated to food preparation, storage and a walk-in cooler. The establishment is intended to complement the existing commercial establishment on Love Street and within the Jupiter Inlet Village. The use will be family friendly. No Alcohol or regulated substance of any kind will be permitted.

The proposed hours of operation are from 6:00am to 4:15pm to remain in compliance with the proposed off-site parking lease with the Town of Jupiter between the hours of 5:00am to 4:30pm. It is important to note that no alcohol will be sold or consumed on the premises at any time.

OUTDOOR SEATING

The outdoor seating area is located under the covered canopy along the front of the building. The area is defined by pavers and planter boxes and will be furnished with small black bistro-style tables and chairs, consistent with the color and style with the building's exterior. The outdoor seating is intended for ambiance and the convenience of the public. Waiter service will not be provided.

The 183 square feet of outdoor seating, or 9% of the building, will adhere to the regulations in Section 27-2760 for outdoor seating associated with a legally licensed retail food establishment and does not require additional parking.

ARCHITECTURE

The architecture is reminiscent of a small independent boutique shop. The architecture style responds to the vernacular-inspired variety and style-mix of the Love Street project. The proposed building utilizes inspiration from French Caribbean style, such as:

- Balance and symmetrical composition
- Double pitch generous eave hipped metal roofs
- Repeated vertical openings rhythm
- Loggia and Second floor wide terrace
- Cast stone clad columns and arches
- French doors with muntin dividing pattern

PARKING

In accordance with Section 27-2828, “Standards for required off-street parking”, one (1) parking space is required per every 250 square feet of retail. The proposed retail is 2,050 square feet, eight (8) parking spaces are required, and eight (8) off-site parking spaces are proposed. Accessory residential units require one space per unit, two (2) tandem parking spaces are provided within the private driveway and indicated with a private drive sign to accommodate the 1,200 square foot dwelling unit. The applicant is requesting approval of a short-term parking lease with the Town of Jupiter to provide the previously mentioned eight (8) off-site parking spaces. The applicant is requesting the parking lease to be active between the hours of 5:00am to 4:30pm. The applicant had previously requested the hours of the lease to start at 6:00am however, the additional hour will provide adequate time for employees of the business to arrive and prepare for the day prior to opening to the public at 6:00am. It should be noted that the parking utilized between 5:00am and 6:00am will strictly be for employees of the business. Should the requested parking lease not be renewed by the CRA upon expiration, the applicant will exhaust all other alternatives to regain offsite parking spaces at a different site as well as exploring options to share parking with Square Grouper as a daytime use. If the applicant is unable to locate additional offsite parking spaces, the business will ultimately be forced to close its doors.

The Community Redevelopment Agency created an Inlet Village Parking Management Plan to ensure adequate parking is provided to accommodate the parking needs of private developments and to provide parking for use by the general public. Individual parking lots on small lots are inconsistent with the CRA stated goals for public parking allowances for private developers. The town council and CRA staff have stated publicly on numerous occasions that the use of the public parking lots is specifically intended to support the small commercial properties on Love and Clemons Streets. These are non-conforming C-2 commercial properties, ranging from 0.11 to 0.15 acres (4792- 6534 SF) in size. Requiring these properties to self-park adversely impacts the desired walkability of the Jupiter Inlet Village.

WAIVER REQUEST

The applicant is requesting approval of six (6) waivers within this application. Four (4) waivers to Sec. 27-3393(1)(b) and Sec. 23-68 to reduce the required (21.45’) front yard patio setback to 18-feet, reduce the front yard building setback from 33 feet to 29 feet, reduce the rear yard setback from 20 feet to 14 feet, and to reduce the required (10’) landscape buffer for the north and south property lines to 5-feet. Additionally, the applicant is requesting a waiver to exceed the required lot coverage within the C-2 district from 35% to 62%. The final waiver is to request a short term parking lease from the CRA as opposed to a lease in perpetuity.

PUBLIC BENEFIT

The applicant satisfies the requirements of Sec. 27-1709 by meeting the general planning principals and land development regulations of the redevelopment overlay area outlined in Sec. 27-1784 and 27-1785. The redevelopment of this property will enhance the love street corridor and complement the redevelopment experienced in the inlet village overlay over the last decade. This corridor is in need of a morning to early afternoon use as most of the current businesses experience peak hour traffic during the evenings. This project fills a void needed in this district by complementing the existing businesses in the surrounding area rather than competing with them.

COMPLIANCE WITH CODE REQUIREMENTS & CRITERIA

OFFSITE PARKING

The owner requesting off-site parking, per Section 27-2832 (b), Requirements:

(1) The town may allow required parking to be provided off-site when it is found that it would not be practical to provide the parking on the subject property. Off-site parking may be allowed only within a radius of 300 feet of the subject site (unless a greater distance is approved by the town council), provided that the proposed location of the off-site parking is zoned to permit such parking.

RESPONSE: ***The owner requests a short term parking lease to provide eight (8) daytime parking spaces from the Community Redevelopment Agency (CRA) parking lot, which is located off-site. There are 123 parking spaces within 300 feet of the subject property. The owner request approval from the CRA and Town Council to lease 8 daytime spaces from 5:00am to 4:30pm.***

Most of the existing lease agreements between private owners and the CRA for parking spaces are for use during the evening, from 4:30pm to 1:00am. The hours of operation for the proposed use are from 6:00am to 4:15pm. The applicant is requesting that the proposed lease begin at 5am to give adequate time for employees of the business to arrive and prepare for the day prior to opening to the public at 6am. Given the concentration of alcoholic sales in the area the proposed establishment offers benefits to the public. See shared parking assessment, prepared by MilCor Group, Inc, for more information.

An ADA parking space that is parallel or perpendicular to the street would take up approximately 320 to 470 square feet of space. It is not feasible to include an ADA parking space on this small site due to the need for greenspace, landscape, pedestrian amenities, walkways, a street edge, and a continuous sidewalk.

(2) The owner of a property who proposes to use off-site parking to meet parking requirements shall prepare a written off-site parking agreement between the owner of the subject property and the owner of the site with the off-site parking.

RESPONSE: ***A written off-site short term lease agreement shall be executed between the CRA and the property owner for eight (8) daytime parking spaces between the hours of 5:00am and 4:30pm.***

(3) A paved sidewalk or other access way shall be provided from the off-site parking to the property for which it is approved.

RESPONSE: ***Pedestrian access is achieved by the way of the CRA parking lot, existing sidewalks, a proposed crosswalk from the CRA parking lot and proposed sidewalks on the subject property.***

(4) Signage that complies with the town's sign regulations shall be provided to indicate the location of all off-site parking.

RESPONSE: ***Signage is provided within and to the existing CRA parking lot.***

USE REGULATIONS- ACCESSORY RESIDENTIAL -Sec. 27-1913. Accessory residential uses.

(a) An accessory residential use on a nonresidential property shall adhere to the following requirements:
  (1) A dwelling unit shall be a minimum of 500 square feet and a maximum of 1,200 square feet of gross floor area in total size;
  (2) A dwelling unit shall be a rental apartment or a live-work unit occupied by the property owner;
  (3) No dwelling unit shall be located on the ground floor;
  (4) The dwelling unit shall incorporate CPTED criteria per division 11, article XI of this chapter;
  (5) A shared or individual outdoor space shall be provided for each dwelling unit; and
  (6) A maximum of three dwelling units may be permitted on a lot or parcel or land.

(b) and (c) Not applicable to this request.

RESPONSE: ***The owner is proposing one accessory residential unit located on the second floor totaling 1,200 square feet.***

DIVISION 3. - INLET VILLAGE REDEVELOPMENT OVERLAY AREA

Sec. 27-1784. - General planning principles.

New development and redevelopment shall be consistent with the future land use element of the comprehensive plan, specifically objectives 1.9 and 1.10, and policies 1.9.8, 1.9.10 through 1.9.14, and 1.10.1 through 1.10.8.

Sec. 27-1785. - Land development regulations.

Properties located in this redevelopment overlay area (ROA) are eligible for waivers as part of a planned unit development, provided the development is consistent with the intent of the redevelopment overlay area hereby established.

The small mixed-use project is located within the Inlet Village Sector and has an Inlet Village Flex future land use designation. The proposed project is consistent with the intent of the Sector by integrating a food retail use which is complimentary to the adjacent restaurants, nearby outdoor recreation destinations and other retail establishments, leading to a greater overall mix of uses.

Policy 1.9.8 The Town shall continue to require development to be oriented toward the Intracoastal Waterway, Riverwalk, Jupiter Lighthouse, and the Jupiter Inlet including provisions allowing for: variable setbacks, landscaping, parking regulations; clustering structures to form public open space; providing opportunities for open vistas of the waterways; developing a point of interest at the terminus along the Riverwalk; providing for access and support amenities to the Riverwalk Corridor such as; screening; sign placement and type; providing for special design treatments: providing for street furniture, lighting and providing for amenities, such as: balconies, porches, and awnings; providing for a system of entry statements which identify the U. S. Highway One Corridor.

RESPONSE: ***The building is oriented toward Love Street which is one of the main roads terminating at the Riverwalk. The first-floor setback is consistent with the existing structure and surrounding properties.***

The project incorporates detailed site elements, such as a custom wood fence, planter boxes and a unique bike rack. Attention has been given to the architectural treatments, details, lighting, signage, porch and second floor terrace.

Policy 1.9.10 Maintain land development regulations for the Inlet Village Sector to establish a compact village with mixed uses, such as marine oriented facilities, retail, restaurants, hotel, personal services, office, and residential. The sector shall be developed to become a destination and encourage tourism in an active pedestrian environment with connectivity of parcels to sidewalks, alleys and streets that provide access to the Riverwalk Corridor component, and enhanced views to the Jupiter Lighthouse. The development style shall be reminiscent of small historical coastal villages and development standards for this district shall discourage auto oriented strip development.

RESPONSE: ***The proposed project is intended to be a desired frequently visited walkable destination within the Inlet Village. It is anticipated that most patrons would walk to the site while visiting the surrounding area and the Riverwalk. The owner is proposing some tables and chairs for patrons under the covered canopy, site furniture and a sidewalk along Love Street. The proposed use, including the request for off-site parking enhances active pedestrian activity consistent with the intent of the policy.***

Policy 1.9.11 The Town shall maintain land development regulations in the Inlet Village sector as follows:

a) Use of coastal vernacular architectural style, specifically Florida Cracker style, Stick, Shingle, and Anglo Caribbean;
b) to (e) Not applicable to this request.
f) Establish and require build to lines.

RESPONSE: ***The proposed building utilizes inspiration from French Caribbean style, allowing for a balance and symmetrical composition, double pitch generous-eaves hipped metal roof details, a repeated vertical openings rhythm, a loggia/second floor wide terrace, cast stone clad columns/arches and French doors with a muntin dividing pattern.***

The front setback is consistent with an apparent build-to-line along the west side of Love Street. However, a build to line has not been established for this site.

Policy 1.9.12 Inlet Village Sector – This Sector, as shown on the Town's Future Land Use Map (FLUM), is intended to:

(not applicable or redundant sections are not stated, for brevity)

4) Create a tropical coastal environment promoting an active destination for residents and visitors;
5) Enhance and promote the existing scale and character of the area;
6) Encourage the development of a mix of non-residential and residential uses.

b) Guidelines for the design freedom and flexibility for development of a parcel to allow a true mixing and integration of residential and nonresidential uses both vertically and/or horizontally;

RESPONSE: ***The project is a mixed-use redevelopment and infill project, consistent with the Inlet Village Sector. The proposed use is consistent with and enhances the scale of the sector. The proposed use provides for a mixture of residential and non-residential uses.***

Objective 1.10 The Town shall continue to maintain land development regulations for the Riverwalk Corridor (as shown on the Town's Future Land Use Map) along the Intracoastal Waterway providing for pedestrian movement, encouraging nonvehicular movement of people

and complimenting the visual features and natural resources of the Intracoastal Waterway north and south of Indiantown Road.

RESPONSE: ***The subject site is not contiguous with the Riverwalk Corridor. However, the proposed retail use promotes walkability. The site and building are complimentary to the design elements found within the Riverwalk Corridor.***

DIVISION 2. SMALL-SCALE PLANNED UNIT DEVELOPMENT DISTRICT (SSPUD)

Sec. 27-1708. Purpose and intent.

The purpose and intent of this article is to:

(1) Provide a method for parcels of land which are less than ten acres, to develop as Small-Scale Planned Unit Development Districts (SSPUD);

RESPONSE: ***The subject site is 0.15 acres.***

(2) Provide for design flexibility through the waiver of certain development regulations;

RESPONSE: ***The owner is requesting a waiver to the setback requirements for the C-2 general commercial district. The front setback is consistent with the apparent build-to-line along the west side of Love Street. It is important to note, the second floor is "steps back" and provides for a tiered effect from the street.***

The subject property does not meet the minimum lot area, width and depth of the C-2 general commercial district and therefore is considered a non-conforming lot. Pursuant to Section 27-3393(1)(b),

The front and rear building setbacks for lots in commercial and industrial districts shall be in proportion to the ratio of such setback requirements to the minimum lot depth requirement established for the zoning district in which the property is located.

Therefore, the minimum front setback is 33', rear setback is 20', and following code section the side setbacks are zero. The subject petition requires a waiver to the front and rear setbacks.

SETBACK CHART			
	PROPOSED	**SETBACKS C-2**	**WAIVER**

FRONT PATIO	18’	21.45’	**3.45’**
FRONT BUILDING	29’	33’	**2’**
SIDE- NORTH	5’	0’	NONE
SIDE- SOUTH	5.2’	0’	NONE
REAR	14.3’	20’	**5.7’**

In addition, the owner is requesting a waiver to the landscape buffer width. Note, the subject lot width is 65-feet and the required setback is 0ft. The owner is proposing a 5ft landscape buffer (10’ required by code) with a 6ft tall 100% opaque fence on both property lines.

All properties on the east side of Love Street are zoned C-2, General Commercial. A 5ft landscape buffer is appropriate for two commercial properties, however a 0ft setback is required. The property to the north is a vacation rental similar to a bed and breakfast and the property to the south is also zoned commercial and is anticipated to convert to a commercial use as the trend continues as the corridor develops.

(3) Provide for accessory residential in nonresidential zoning districts and mixed use in residential zoning districts;

RESPONSE: ***The owner is proposing one accessory residential unit on the second floor.***

(4) Provide for unified design concepts compatible with the purpose and intent of the redevelopment overlay area or compatible with the context of the area if not in a redevelopment overlay area;

RESPONSE: ***The proposed project is compatible with the ROA, as discussed.***

(5) Provide incentives for private investment, redevelopment and reuse;

RESPONSE: ***The subject request is a private owner initiated redevelopment project.***

(6) Provide for a method that allows the reuse, expansion or change of use of a previously approved development or property that increases the intensity or density on a site;

RESPONSE: ***The existing single family home is not a good candidate for reuse or expansion. The owner is proposing to change the use to retail and retain the density on the site.***

(7) Foster the development of infill parcels;

RESPONSE: ***The subject request is a redevelopment and infill project.***

(8) to (11) – Not applicable to this request.

SEC. 27-175. CRITERIA FOR SITE PLAN REVIEW.

(a) The criteria listed below shall apply to all site plan applications, including small-scale developments, large-scale developments, planned unit developments, developments of regional impact, and modifications of existing approved development orders.

(1) The proposed development is consistent with the goals, objectives and policies of the town comprehensive plan.

RESPONSE: ***The proposed development is consistent with the intent of the and the Town's Comprehensive Plan and specifically the Objectives, Policies, and Goals of the Inlet Village ROA, as previously stated.***

(2) The proposed development is consistent with any applicable, countywide land development regulations.

RESPONSE: ***The proposed project will comply with the land development regulations for all applicable jurisdictions.***

(3) The proposed development is consistent with all applicable land development regulations and all other portions of this Code.

RESPONSE: ***All retail including food retail and accessory residential uses are a use by right in the (C-2) Commercial, General District. The maximum building height in the district is 50 feet and the proposed structure is 27.5 feet. The proposed project meets and exceeds the minimum greenspace, 30 percent is required, and 38.41 percent is provided.***

NON-CONFORMING LOT – (C-2) GENERAL COMMERCIAL ZONING DISTRICT

The subject site is a non-conforming lot within the C-2 General Commercial zoning district, in regard to lot area, lot width and lot depth. Land development regulations for the Inlet Village Sector for this site have not been established. The site is within a Redevelopment Overlay Area and is eligible for a waiver from the C-2 land development regulations. The owner is requesting a waiver to the required setbacks and lot coverage. The first floor and second floor setbacks are shown on the proposed site plan demonstrating a reduction of the overall mass of the structure.

The minimum separation for a dumpster enclosure is 75 feet from a residentially zoned property. The subject lot width is 67 feet; therefore a 75 feet setback is not possible. In addition, the adjacent properties are zoned C-2.

The trash enclosure is located under the stairs and enclosed with a 100% opaque screen.

Section 27-2832 (b), Off Site Parking & Extended Hours Parking

The applicant is requesting a waiver to approve a short term lease of 8 daytime spaces from 5:00am to 4:30pm from the CRA public parking lot as opposed to a lease in perpetuity. The use of the CRA parking lot is intended to support the conversion of the small commercial properties on Love Street and Clemons Street to promote an active pedestrian environment that encourages walkability and connectivity to the Riverwalk.

(4) The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.

RESPONSE: ***The proposed architecture responds to and is complementary to the surrounding buildings in the sense of setbacks, scale, massing and character.***

(5) The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.

RESPONSE: ***The proposed peak hour traffic is in the morning when the adjacent restaurants are closed.***

(6) There are adequate levels of service for public facilities, including, but not limited to, transportation, water supply, drainage and sanitation, available concurrent with the impacts of the development proposed by the application.

RESPONSE: ***All public facilities servicing the site have sufficient capacity to meet the needs of the project.***

(7) The proposed development does not significantly reduce light and air to adjacent properties.

RESPONSE: ***The proposed new development shall be subject to all applicable and required lighting regulations as stated in the Town's Code.***

(8) The proposed development does not adversely affect property values in adjacent areas.

RESPONSE: ***The buildings to the north and south are single family homes. The properties have the same future land use designation and zoning district as the subject site. Approval of the subject request would increase the adjacent property values and encourage redevelopment.***

(9) The proposed development would not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

RESPONSE: ***The proposed development will not deter the development of adjacent properties. The Applicant sees the redevelopment as a catalyst for reuse and redevelopment within the Inlet Village. In addition, this use will be a great complement to the Love Street development project.***

(10) The proposed development does not create noise or visual pollution.

RESPONSE: ***The proposed development shall be subject to all applicable noise and visual regulations as stated in the Town's Code.***

The architecture has been designed to locate the trash/recycle cans within an air conditioned storage room, fully separated from food preparation areas. The ventilated, air conditioned storage room will prevent odors and nuisances. Trash service/reuse service is proposed via roll-out cans from Waste Management.

Deliveries are proposed from Love Street to storage portion of the building located on the south-east corner of the site. The "back of house" for the food-retail use is located to the rear of the property.

(11) The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks.

RESPONSE: ***The proposed new use is not adjacent to the natural system. Existing vegetation within the landscape buffer will remain on site and enhanced with additional landscape material.***

(12) The proposed development provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

RESPONSE: ***A bench, trash receptacle, and bicycle rack have been incorporated into the site design.***

CONCLUSION

The proposed retail market would complement the existing services, raise property values by redeveloping within Inlet Village. On behalf of the owner, we are happy to answer any questions that you may have about the proposed amendment, please contact the agent on behalf of the owner, Zach Ciciera and Donaldson Hearing with Cotleur & Hearing 561-747-6336 ext. 135, zciciera@cotleur-hearing.com.

encourage public use along the waterways; and,

h) maintain the Plaza Down Under below the Indiantown Road Bridge as a supporting amenity to the Riverwalk, which includes public parking, lighting, public amenities and connects the north and south sides of Indiantown Road with a direct pedestrian link.

Policy 1.9.8 The Town shall continue to require development to be oriented toward the Intracoastal Waterway, Riverwalk, Jupiter Lighthouse, and the Jupiter Inlet including provisions allowing for: variable setbacks, landscaping, parking regulations; clustering structures to form public open space; providing opportunities for open vistas of the waterways; developing a point of interest at the terminus along the Riverwalk; providing for access and support amenities to the Riverwalk Corridor such as; screening; sign placement and type; providing for special design treatments: providing for street furniture, lighting and providing for amenities, such as: balconies, porches, and awnings; providing for a system of entry statements which identify the U. S. Highway One Corridor.

Policy 1.9.9 The Town shall maintain an incentive program of density bonuses for residential uses and intensity bonuses for commercial uses within the U. S. Highway One Corridor for those developments which provide enhanced amenities within the site design to promote pedestrian oriented plazas and encourage appropriate intensive commercial and entertainment uses at intersections along U. S. Highway One and the Intracoastal Waterway.

Policy 1.9.10 Maintain land development regulations for the Inlet Village Sector to establish a compact village with mixed uses, such as marine oriented facilities, retail, restaurants, hotel, personal services, office, and residential. The sector shall be developed to become a destination and encourage tourism in an active pedestrian environment with connectivity of parcels to sidewalks, alleys and streets that provide access to the Riverwalk Corridor component, and enhanced views to the Jupiter Lighthouse. The development style shall be reminiscent of small historical coastal villages and development standards for this district shall discourage auto oriented strip development.

Policy 1.9.11 The Town shall maintain land development regulations in the Inlet Village sector as follows:

a) Use of coastal vernacular architectural style, specifically Florida Cracker style, Stick, Shingle, and Anglo Caribbean;
b) Allow additional architectural styles south of Saturn Street;
c) Prohibit gated developments from prohibiting vehicular access as required pursuant to FLUE Policy 1.9.13;
d) Require pedestrian and/or vehicular cross access easements between properties;
e) Allow at grade, under building parking if the parking is concealed with liner buildings along roadways and the Riverwalk;
f) Establish and require build to lines.

Policy 1.9.12 **Inlet Village Sector -** This Sector, as shown on the Town's Future Land Use Map (FLUM), is intended to:

a) Foster infill;
b) Allow for flexibility of uses on a site;
c) Assist in the implementation of recommendations from special studies (redevelopment, CRA, land use, US 1/ICW Corridor Study, and Inlet Village

Study) that the Town has completed or may undertake;

d) Encourage redevelopment allowing for the creation of a village scale traditional neighborhood development (TND) in order to:
   1) Lessen additional vehicular trips;
   2) Deter urban sprawl;
   3) Build upon the historic center of the community;
   4) Create a tropical coastal environment promoting an active destination for residents and visitors;
   5) Enhance and promote the existing scale and character of the area;
   6) Encourage the development of a mix of non-residential and residential uses.

This Sector is currently characterized by the mix of two or more distinct existing land uses (e.g. commercial and residential). Future development within the Sector shall be consistent with the intent of this Sector, the Riverwalk Corridor Component, the US 1/ICW Corridor and the following Inlet Village future land use categories:

a) Riverwalk Flex
b) Inlet Village Flex
c) Inlet Village Residential

The intent, locational guidelines and permitted uses of the Sector generally include the following:

a) Guidelines to develop parcels on a lot by lot basis, which shall be provided for in the Town's Land Development Regulations (LDRs);
b) Guidelines for the design freedom and flexibility for development of a parcel to allow a true mixing and integration of residential and nonresidential uses both vertically and/or horizontally;
c) Integration is defined as the combination of distinct uses on a single site or throughout the Sector where impacts from differing uses are mitigated through site design techniques, and where differing uses are expected to benefit the close proximity of complementary uses;
d) A unified design concept providing the opportunity for both vertical and/or horizontal integration and continuity among the various uses and physical elements causing a better environment as provided for in the Town's LDRs;
e) Guidelines to ensure compatibility, functionality and flexibility when a project integrates uses both vertical and/or horizontal;
f) Guidelines for mitigating uncomplimentary uses utilizing design criteria such as unique architectural features, use restrictions, etc.;
g) An avenue for the infill of degraded areas utilizing mixed uses development which promotes integration of uses for flexibility and design;
h) A mechanism whereby all projects will work within the proposed roadway grid pattern;
i) Public access to existing or proposed unique features that is incorporated into the design of the project (i.e., Jupiter Inlet, Jupiter Lighthouse, marinas, water features, open space and park facilities, etc.);
j) The Town shall provide incentives to encourage lower (one story) building heights along the Jupiter Inlet and A1A (except public garages and any associated liner buildings);
k) Encourage a harmonious mix of uses in an urban village;
l) Along the Jupiter Inlet provide for a publicly accessible walkway (Riverwalk Corridor Component), including pedestrian amenity elements thereby,

encouraging non automobile traffic throughout the Sector;

m) The maximum building height shall be one story fronting the Jupiter Inlet and two stories for the remainder of the Sector. The Town Council may grant a bonus to allow up to a maximum height of two stories for buildings fronting the Jupiter Inlet and up to a maximum height of three stories (with an additional half story if a varied roof line is provided) for buildings in the remainder of the Sector. However, if a dry dock boat storage building is located along U.S. Highway One then the height of the building shall be in direct proportion, scale and height as the U.S. Highway One Bridge with a maximum height of 50 feet). Additional height may be permitted to provide for a variety of heights;
n) Build to lines shall be established and required except when courtyards, plazas, and/or access drives and other variations approved by the Town Council;
o) Allow for development opportunities to increase building height, residential density, in exchange for Inlet Village and Riverwalk enhancements as part of a bonus program established in the LDRs.

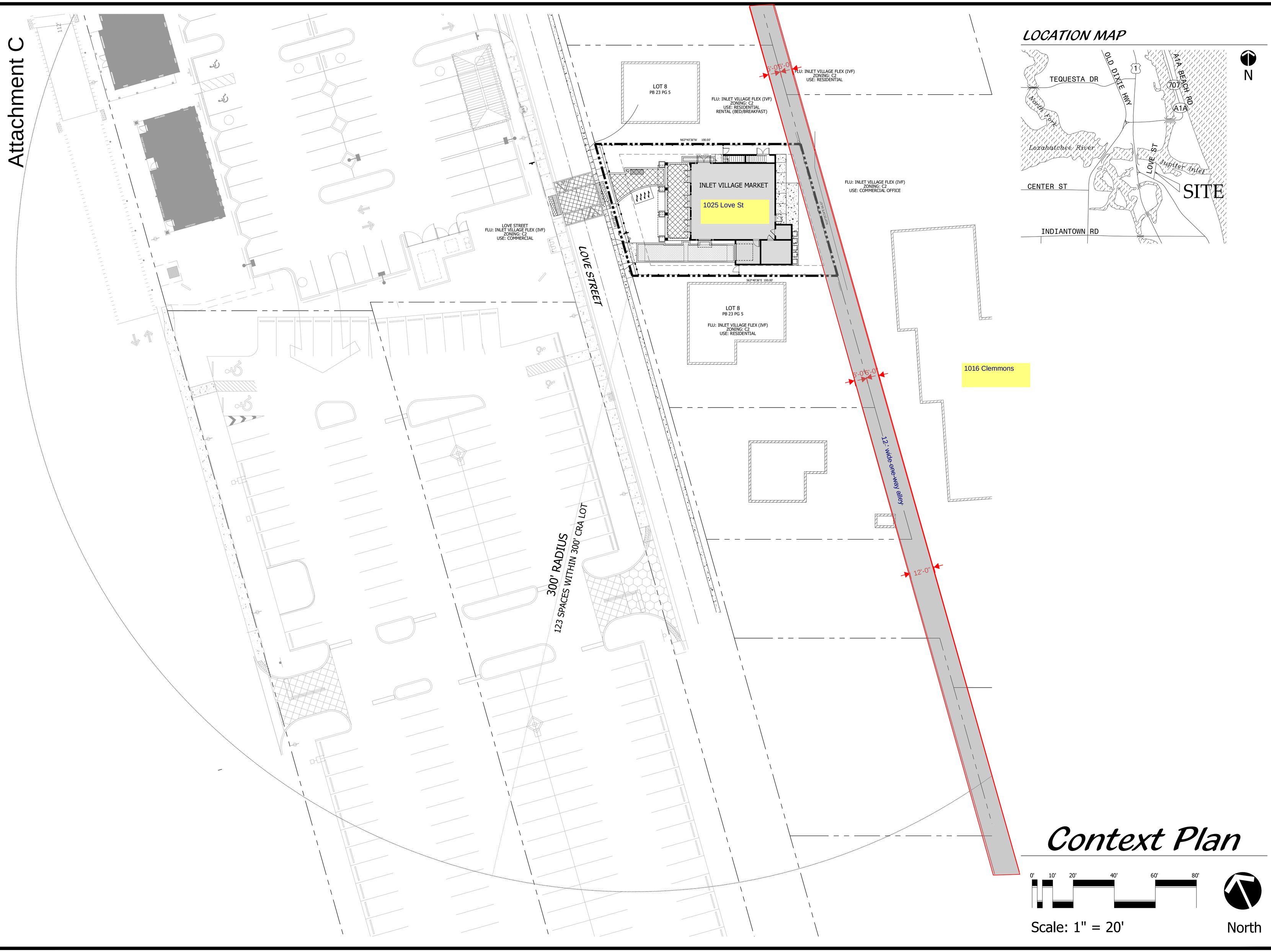
Policy 1.9.13 The town shall adopt a street and pedestrian network plan designating locations for new east west connections and alleys in addition to requiring cross access between properties and throughout the Inlet Village Sector. The new rights of way designated on the plan shall be required to be dedicated to the Town for public purposes. The purpose is to create narrow streets and small blocks in a grid configuration, to create opportunities for connectivity between properties, and to provide for view corridors and public gathering. The plan shall incorporate these improvements in the following locations:

a) An east west road or easement approximately 150 feet south of the jurisdictional line of the Inlet waterway as established by the Florida Department of Environmental Protection (DEP) connecting Yarborough Street east to Clemons Street;
b) An east west road or easement approximately 600 to 700 feet south of the jurisdictional line of the Inlet waterway as established by DEP connecting Yarborough Street east to Clemons Street;
c) An east west road extending River Road from A1A east to Dubois Road;
d) Extension of Parkway Dr. east to Dubois Road;
e) A comprehensive alley system throughout the subsector for service, loading and off street parking;
f) View corridors at the right of way terminus of Cramer Street (Lighthouse Promenade), Love, Clemons and Yarborough Streets to include a 30' by 30' view triangle to be designed in a manner to enhance views of the Jupiter Lighthouse and to provide opportunities for public gathering.

Policy 1.9.14 The town shall encourage the development and implementation of the following:

a) A master stormwater drainage system;
b) A shared parking program for the Inlet Village sector including the use of on street parking;
c) Public parking structure(s) for properties designated with the Riverwalk Flex land use for uses other than a hotel along US Highway One or residential. Parking spaces in the parking structure shall be allocated to implement the master street network and to encourage active uses

Attachment C



LOCATION MAP

Context Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'

North

Cotleur & Hearing
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Inlet Village Market

1025 Love Street
Jupiter, Florida

DESIGNED	DEH
DRAWN	MK/RO
APPROVED	DEH
JOB NUMBER	21-0730
DATE	04-12-22
REVISIONS	07-01-22
	09-07-22
	12-29-22
	03-22-23

March 22, 2023 8:59:29 a.m.
Drawing: 21-0730 SP.DWG

SHEET 2 OF 3

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SIMMONS & WHITE
CIVIL & TRAFFIC ENGINEERING

INLET VILLAGE MARKET

Town of Jupiter, FL

TRAFFIC IMPACT STATEMENT

PREPARED FOR:

Jam-Two, LLC
1111 Love Street
Jupiter, Florida 33477

JOB NO. 24-057

DATE: 06/07/2024
REVISED: 07/23/2024

Anna Lai, Professional Engineer, State of Florida, License No. 78138 This item has been digitally signed and sealed by Anna Lai, P.E., PTOE, on 07/23/2024. Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.	Anna Lai 2024.07.23 17:17:59-04'00'

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TEST 1 PART 2: LINK ANALYSIS

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PBC TPS DATABASE 2029 VOLUME SHEETS & TRAFFIC VOLUMES

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TEST 1 PART 1: INTERSECTION ANALYSIS

APPENDIX D

TEST 2 ANALYSIS: LINK ANALYSIS

1.0 SITE DATA

The subject parcel is on the east side of Love Street in the Town of Jupiter, Florida and contains approximately 0.15 acres. The Property Control Number (PCN) for the subject parcel is 30-43-40-31-04-008-0110. Proposed site development consists of 1 multifamily dwelling unit and a 2,233 SF coffee/donut shop without drive through with a project build-out of 2029. Site access is existing via Love Street which intersects with A1A to the south. For additional information concerning site location and layout, please refer to the Site Plan prepared by Cotleur and Hearing.

Please note the proposed coffee/donut shop will not be open during the PM peak hour. PM peak hour calculations are provided only for informational purposes. The impact of the project proposed in this report will be primarily in the morning, while the neighboring Love Street businesses and restaurants are busiest in the nighttime.

2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance.

Test 1, or the Build-Out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1.

Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed.

Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis period.

2.0 PURPOSE OF STUDY (CONTINUED)

This test requires analysis of links and major intersections as necessary within or beyond the radius of development influence, where a project's traffic is significant on a link within the radius of development influence.

This analysis shall address the total traffic anticipated to be in place at the end of the build out year. This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

3.0 TRAFFIC GENERATION

Trip generation has been calculated in accordance with the ITE Trip Generation Manual, 11th Edition and the Palm Beach County Trip Generation Rates. Table 1 shows the daily traffic generation associated with the proposed development in trips per day (TPD). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The traffic generation associated with the proposed development consisting of 1 multifamily dwelling unit and a 2,233 SF coffee/donut shop without drive through may be summarized as follows:

Proposed Development

Daily Traffic Generation	=	455 tpd
AM Peak Hour Traffic Generation (In/Out)	=	142 pht (72 In/70 Out)
PM Peak Hour Traffic Generation (In/Out)	=	38 pht (20 In/18 Out)

Note: The above trip generation can be considered conservative. The coffee/donut shop trip generation rate is based on chain restaurants such as Dunkin' Donuts or Starbucks. The proposed development will serve donuts, pastries, coffee, and other assorted goods but is not expected to have the same high traffic impact as a Dunkin' or Starbucks. As previously stated, the proposed development will not be open during the PM peak hour. The daily trips have been reduced to account for zero trips after 5 PM. The PM peak hour calculations are provided only for informational purposes. Additionally, based on discussion with the Town of Jupiter Traffic Engineer, it was decided to cap pass-by rates at 10% of the A1A traffic and internalization at 10% since A1A is a low volume roadway with not a lot of commuter traffic.

4.0 RADIUS OF DEVELOPMENT INFLUENCE

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 142 peak hour trips, the development of influence shall be a two (2) mile radius.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than 1% of the LOS "D" of the link affected on a peak hour, peak

4.0 RADIUS OF DEVELOPMENT INFLUENCE (CONTINUED)

direction basis AND those links outside of the Radius of development influence on which its net trips are greater than five percent of the LOS "D" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS "D" Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than 3% of the LOS "E" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net

trips are greater than five percent of the LOS "E" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS "E" Link Service Volumes.

5.0 EXISTING TRAFFIC

Existing AM and PM peak hour traffic volumes for the links within the project's radius of development influence were available from the Town of Jupiter and the Palm Beach County Engineering Traffic Division. Background traffic data from Town of Jupiter, Palm Beach County Engineering Traffic Division, and Florida Department of Transportation's Florida Traffic Online Web Application consisting of historical traffic volumes, major project traffic, and anticipated development in the area was also considered. Table 4 presents the area wide growth rate calculations.

6.0 TRIP DISTRIBUTION

The project trips were distributed and assigned on the links within the radius of development influence based on the existing and anticipated traffic patterns. Figure 1 presents the trip distribution percentages.

7.0 TRAFFIC ASSIGNMENT/DISTRIBUTION TEST 1 – PART 2

Tables 5 and 6 (in Appendix A) show the project's AM and PM peak hour trip assignment, respectively, as well as the applicable Level of Service Standard for each of the links within the project's radius of development influence. Links with a project assignment greater than 1% of the applicable Level of Service "D" have been outlined as links with significant project assignment.

Tables 7 and 8 (in Appendix A) shows the projected total AM and PM peak hour traffic volumes and threshold volumes for the links with significant project assignment within the project's radius of development influence. For the links, the 2029 total traffic has been calculated using the higher value between the link historical growth rate and the combination of a 1.0% background growth rate and the approved committed development trips. The 2029 build-out volume reports from the Palm Beach County Engineering Traffic Division TPS Database are included in Appendix B.

7.0 TRAFFIC ASSIGNMENT/DISTRIBUTION TEST 1 – PART 2 (CONTINUED)

Please note the proposed coffee/donut shop will not be open during the PM peak hour. PM peak hour calculations are provided only for informational purposes.

A review of Tables 5-8 indicates this project meets Test 1 – Part 2 of the Palm Beach County Traffic Performance Standards on all links within the project's radius of development influence. Note that a daily traffic analysis was also completed for A1A and is shown in Table 7.

8.0 INTERSECTION ANALYSIS TEST 1 – PART 1

As a requirement of Part 1 of Test 1 of the Palm Beach County Traffic Performance Standards, all major intersections in each direction nearest to the point at which the project's traffic enters each project accessed link, and where the project traffic entering or exiting the intersection from/to the project accessed link is significant, must be analyzed. Therefore, the following intersections must be analyzed for the 2029 projected AM and PM peak hours:

A1A at US 1
A1A at Indiantown Road

For each intersection, the 2029 total traffic has been calculated using the higher value between the background growth rate and the combination of a 1.0% background growth rate and the approved committed development trips. The 2029 build-out volume reports from the Palm Beach County Engineering Traffic Division TPS Database are included in Appendix B.

Each intersection has been analyzed using the adjusted turning movement volumes in accordance with the methodology set forth in the Transportation Research Board Special Report 209, Planning Analysis. The intersection analyses are included in Appendix C. The analysis results show that the sum of the critical movements during the peak season, peak hours at project build-out is less than 1,400 vehicles per hour (vph) for each intersection.

Intersection	Critical Sum	
	AM	PM
A1A at US 1	834	1,088
A1A at Indiantown Road	672	804

9.0 TEST 2 BUILD-OUT ANALYSIS

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of Development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis Period.

Tables 9 and 10 (in Appendix D) show the project's AM and PM peak hour trip assignment, respectively, as well as the applicable Level of Service Standard for each of the links within the project's radius of development influence. Links with a project assignment greater than 3% of the applicable Level of Service "E" have been outlined as links with significant project assignment.

Please note the proposed coffee/donut shop will not be open during the PM peak hour. PM peak hour calculations are provided only for informational purposes.

Table 11 (in Appendix D) shows the projected total AM peak hour traffic volumes and threshold volumes for the links with significant project assignment within the project's radius of development influence.

A review of Tables 9-11 indicates this project meets Test 2 of the Palm Beach County Traffic Performance Standards on all links within the project's radius of development influence. Note that a daily traffic analysis was also completed for A1A and is shown in Table 11.

10.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

		Directional Distribution (Trips In/Out)
AM Peak Hour	=	95 / 92
PM Peak Hour	=	35 / 34

Figure 2 presents the AM and PM peak turning movement volume assignments at the project driveway based on the directional distributions. As previously mentioned, site access is existing via Love Street which intersects with A1A to the south.

Based on the Palm Beach County Engineering Guidelines used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour, and on the existing turn lanes, additional turn lanes are not warranted or recommended.

11.0 CONCLUSION

The proposed development has been estimated to generate 455 trips per day, 142 AM peak hour trips, and 38 PM peak hour trips at project build-out in 2029. Based on an analysis of existing and project traffic characteristics and distribution, as well as the existing and future roadway network geometry and traffic volumes, this overall project meets the Link/Build-Out Test and Five Year Analysis test as required by the Palm Beach County Traffic Performance Standards.

AL: x:\Documents\Traffic Drainage&Structural\tis.24057.rev

INLET VILLAGE MARKET

06/07/24
Revised 07/23/24

PROPOSED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips	Internalization[k] %	Internalization[k] Total	External Trips (Drvieway Trips)	Pass-by[m] %	Pass-by[m] Trips	Net Trips
Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH)	220	1	Dwelling Units	6.74			7	0.0%	0	7	0%	0	7
Coffee/Donut Shop w/o DT	936	2,233	S.F.	441.88[d] * 0.887[j]			875	6.8%	60	815	45%	367	448
			Grand Totals:				**882**	**6.8%**	**60**	**822**	**45%**	**367**	**455**

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization[k] %	Internalization[k] In	Internalization[k] Out	Internalization[k] Total	External Trips (Driveway Trips) In	External Trips (Driveway Trips) Out	External Trips (Driveway Trips) Total	Pass-by[m] %	Pass-by[m] Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH)	220	1	Dwelling Units	0.4	0.24	0.76	0	0	0	0.0%	0	0	0	0	0	0	0%	0	0	0	0
Coffee/Donut Shop w/o DT	936	2,233	S.F.	93.08	0.51	0.49	106	102	208	10.0%	11	10	21	95	92	187	24%	45	72	70	142
			Grand Totals:				**106**	**102**	**208**	**10.1%**	**11**	**10**	**21**	**95**	**92**	**187**	**24%**	**45**	**72**	**70**	**142**

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization[k] %	Internalization[k] In	Internalization[k] Out	Internalization[k] Total	External Trips (Driveway Trips) In	External Trips (Driveway Trips) Out	External Trips (Driveway Trips) Total	Pass-by[m] %	Pass-by[m] Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH)	220	1	Dwelling Units	0.51	0.63	0.37	1	0	1	0.0%	0	0	0	1	0	1	0%	0	1	0	1
Coffee/Donut Shop w/o DT	936	2,233	S.F.	32.29	0.50	0.50	36	36	72	6.2%	2	2	4	34	34	68	45%	31	19	18	37
			Grand Totals:				**37**	**36**	**73**	**5.5%**	**2**	**2**	**4**	**35**	**34**	**69**	**45%**	**31**	**20**	**18**	**38**

Notes:
The proposed coffee/donut shop will not be open during the PM peak hour. PM peak hour calculations are provided only for informational purposes.

d) Based on Daily to PM ratio for ITE Code 937 (Coffee Donut Shop + DT).

j) The coffee/donut shop will not be open after 5 PM. Based on the ITE Trip Generation Manual 11th Edition Vehicle Time-of-Day Data (May 2022) for 937 Coffee/Donut Shop with Drive-Through, 88.7% of daily trips occur before 5 PM.

k) Due to the proximity to other uses in the area, the coffee/donut shop internalization was based on the restaurant internalization from the approved Love Street Redevelopment (Traffic Impact Statement by Simmons & White, Inc., dated April 5, 2017), capped at Palm Beach County's 10% maximum.

m) The coffee/donut shop pass-by rates were calculated as the ITE pass-by rate, capped at 10% of the A1A 2029 roadway volume, as based on the Town of Jupiter's approved method for the Love Street Redevelopment (Traffic Impact Statement by Simmons & White, Inc., dated April 5, 2017).

SIMMONS & WHITE
CIVIL & TRAFFIC ENGINEERING

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use			
Source: ITE *Trip Generation Manual* , 11th Edition			
Land Use Code	937		
Land Use	Coffee/Donut Shop with Drive-Through Window		
Setting	General Urban/Suburban		
Time Period	Weekday		
# Data Sites	1		
	% of 24-Hour Vehicle Trips		
Time	Total	Entering	Exiting
12:00 - 1:00 AM	0.1%	0.1%	0.1%
1:00 - 2:00 AM	0.1%	0.1%	0.1%
2:00 - 3:00 AM	0.0%	0.0%	0.1%
3:00 - 4:00 AM	0.3%	0.4%	0.1%
4:00 - 5:00 AM	1.7%	1.9%	1.5%
5:00 - 6:00 AM	7.5%	8.2%	6.8%
6:00 - 7:00 AM	9.5%	10.0%	8.9%
7:00 - 8:00 AM	10.0%	10.3%	9.8%
8:00 - 9:00 AM	10.0%	10.0%	10.1%
9:00 - 10:00 AM	8.1%	7.7%	8.5%
10:00 - 11:00 AM	7.4%	7.2%	7.6%
11:00 - 12:00 PM	6.9%	6.7%	7.2%
12:00 - 1:00 PM	5.8%	5.4%	6.1%
1:00 - 2:00 PM	6.0%	6.3%	5.7%
2:00 - 3:00 PM	5.4%	5.2%	5.6%
3:00 - 4:00 PM	5.5%	5.7%	5.3%
4:00 - 5:00 PM	4.4%	4.6%	4.2%
5:00 - 6:00 PM	**3.0%**	**2.7%**	**3.4%**
6:00 - 7:00 PM	**2.9%**	**2.7%**	**3.0%**
7:00 - 8:00 PM	**2.1%**	**2.1%**	**2.2%**
8:00 - 9:00 PM	**1.6%**	**1.2%**	**1.9%**
9:00 - 10:00 PM	**1.2%**	**1.2%**	**1.2%**
10:00 - 11:00 PM	**0.5%**	**0.4%**	**0.6%**
11:00 - 12:00 AM	**0.0%**	**0.0%**	**0.1%**
5:00 PM - 12:00 AM	**11.3%**	**10.3%**	**12.4%**

TABLE 4
AREA WIDE GROWTH RATE CALCULATION

STATION	ROADWAY	FROM	TO	2020 PEAK SEASON DAILY TRAFFIC	2023 PEAK SEASON DAILY TRAFFIC	IND. (%)
1803	CENTER STREET	LOXAHATCHEE RIVER ROAD	ALTERNATE A1A	16,772	17,058	0.57%
1209	INDIANTOWN ROAD[2]	MILITARY TRAIL	SR 811	44,479	37,312	-5.69%
1807	INDIANTOWN ROAD[1]	SR 811	US 1	30,304	29,447	-0.95%
1811	INDIANTOWN ROAD[1]	US 1	SR A1A	15,978	15,215	-1.62%
1814	OLD DIXIE HIGHWAY	COUNTY LINE ROAD	TEQUESTA DRIVE	7,632	7,021	-2.74%
1806	OLD DIXIE HIGHWAY	TEQUESTA DRIVE	SR 811	15,867	16,810	1.94%
1800	SR 811	US 1	CENTER STREET	39,000	41,000	1.68%
1604	SR 811	CENTER STREET	INDIANTOWN ROAD	34,500	33,000	-1.47%
1808	SR 811[1]	INDIANTOWN ROAD	TONEY PENNA DRIVE	33,150	35,915	2.71%
1304	US 1	COUNTY LINE ROAD	BEACH ROAD	30,000	26,500	-4.05%
1802	US 1[1]	BEACH ROAD	INDIANTOWN ROAD	21,472	22,773	1.98%
1810	US 1[1]	INDIANTOWN ROAD	OCEAN WAY	28,750	28,640	-0.13%
1306	A1A/BEACH ROAD	MARTIN COUNTY LINE	JUPITER INLET COLONY	2,200	2,800	8.37%
1809	A1A/BEACH ROAD[1]	JUPITER INLET COLONY	US 1	7,957	8,076	0.50%
1804	A1A[3]	US 1	INDIANTOWN ROAD	9,838	9,943	0.35%
1812	A1A	INDIANTOWN ROAD	OCEAN WAY	5,930	7,118	6.28%
			∑ =	**343,829**	**338,628**	**-0.51%**

USE AREA WIDE GROWTH RATE = 1.0%

1. 2019 and 2022 peak season daily traffic volumes were used for links where 2020 or 2023 volumes were unavailable.
2. 2018 and 2021 peak season daily traffic volumes were used for links where 2022 and 2023 volumes were unavailable.
3. 2017 and 2022 peak season daily traffic volumes on A1A north of Love Street obtained from the Town of Jupiter were used for A1A between US 1 and Indiantown Road.

SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 3452 | 561.478.7848

N
N.T.S.

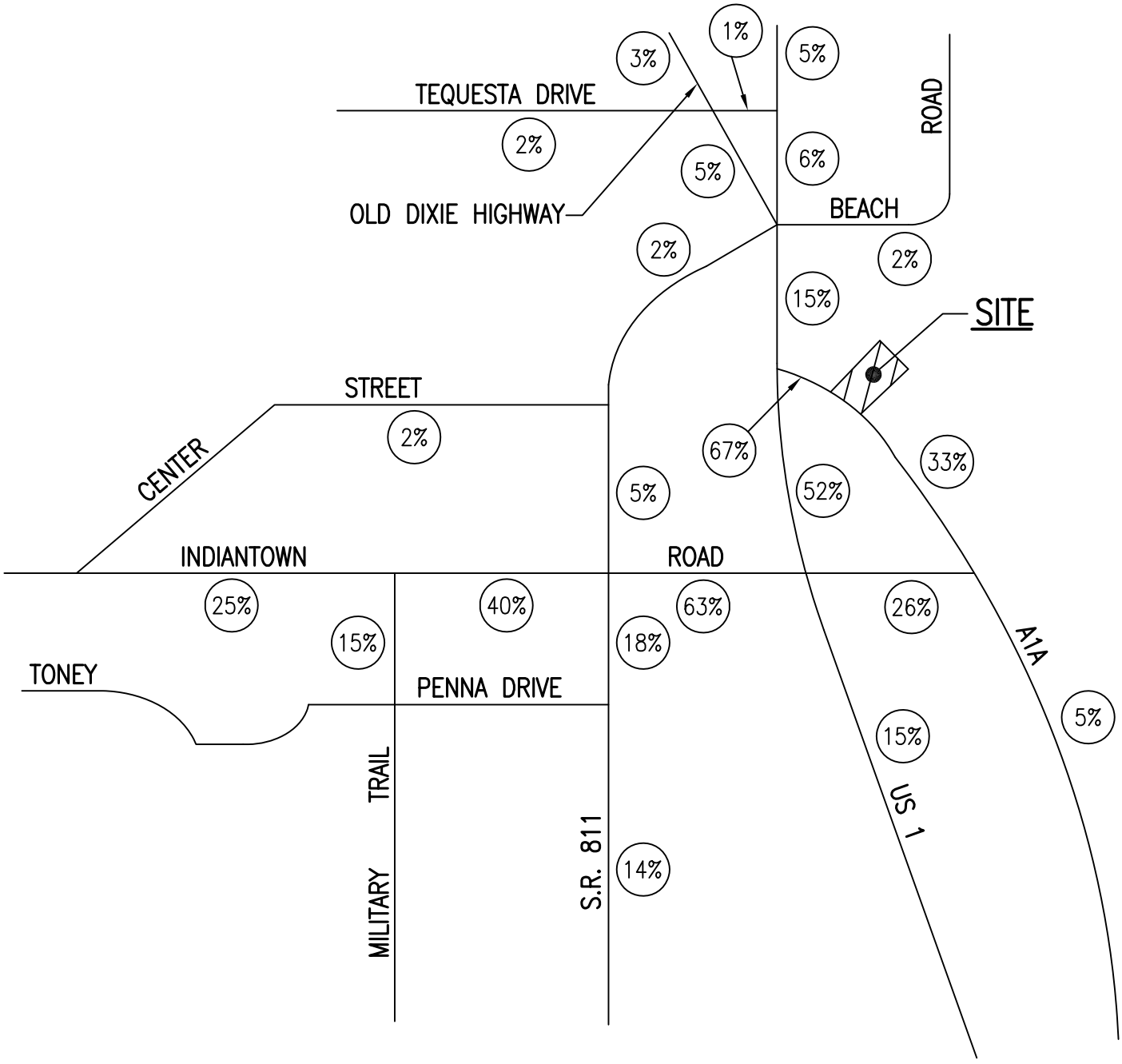

FIGURE 1
PROJECT DISTRIBUTION

LEGEND

(33%) PROJECT DISTRIBUTION

INLET VILLAGE MARKET

24-057 AL 06-05-24

SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 3452 | 561.478.7848

N
N.T.S.

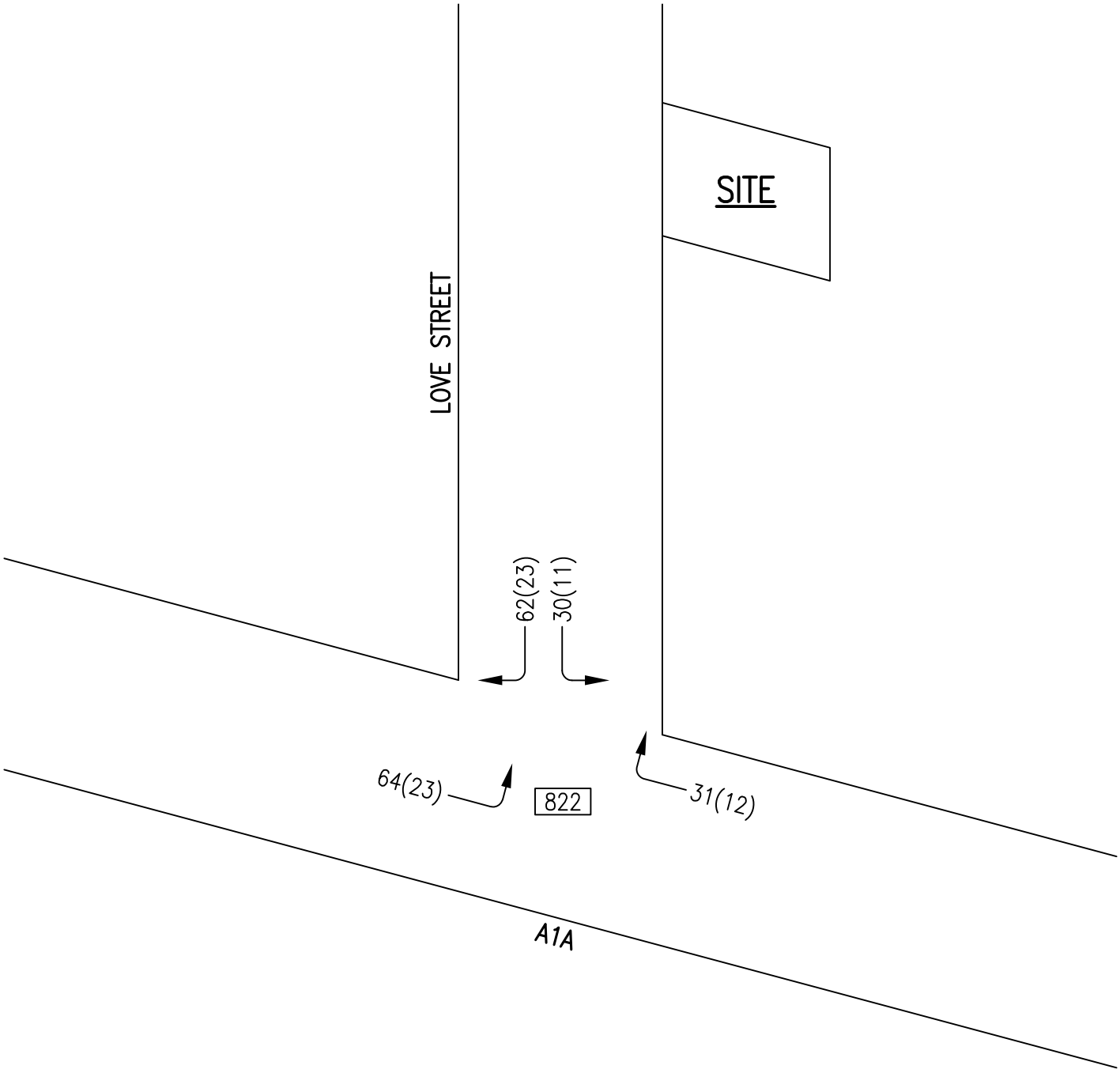

FIGURE 2
PROJECT TURNING MOVEMENTS

LEGEND

71	A.M. PEAK HOUR TURNING MOVEMENT
(25)	P.M. PEAK HOUR TURNING MOVEMENT
994	A.A.D.T.

INLET VILLAGE MARKET

24-057 AL 06-05-24
REVISED: 07-23-24

APPENDIX A

TEST 1 PART 2: LINK ANALYSIS

TABLE 5

TEST 1 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

2029 BUILD OUT
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 72
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 70

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	AM PEAK HOUR DIRECTIONAL PROJECT TRIPS	EXISTING LANES	CLASS	LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
N/A	TEQUESTA DRIVE	COUNTRY CLUB DRIVE	OLD DIXIE HIGHWAY	2%	1	2	I	880	0.16%	NO
N/A	TEQUESTA DRIVE	OLD DIXIE HIGHWAY	US-1	1%	1	2	II	810	0.09%	NO
1803	CENTER STREET	LOXAHATCHEE RIVER ROAD	ALTERNATE A1A	2%	1	2	I	880	0.16%	NO
1209	**INDIANTOWN ROAD**	**MILITARY TRAIL**	**SR 811**	**40%**	**29**	**6D**	**II**	**2680**	**1.07%**	**YES**
1807	**INDIANTOWN ROAD**	**SR 811**	**US 1**	**63%**	**45**	**6D**	**II**	**2680**	**1.69%**	**YES**
1811	**INDIANTOWN ROAD**	**US 1**	**SR A1A**	**26%**	**19**	**4**	**II**	**1680**	**1.11%**	**YES**
1814	OLD DIXIE HIGHWAY	COUNTY LINE ROAD	TEQUESTA DRIVE	3%	2	2	I	880	0.25%	NO
1806	OLD DIXIE HIGHWAY	TEQUESTA DRIVE	SR 811	5%	4	5	II	1770	0.20%	NO
1800	SR 811	US 1	CENTER STREET	2%	1	6D	II	2680	0.05%	NO
1604	SR 811	CENTER STREET	INDIANTOWN ROAD	5%	4	6D	I	2940	0.12%	NO
1808	SR 811	INDIANTOWN ROAD	TONEY PENNA DRIVE	18%	13	6D	I	2940	0.44%	NO
1304	US 1	COUNTY LINE ROAD	BEACH ROAD	6%	4	4D	I	1960	0.22%	NO
1802	US 1	BEACH ROAD	A1A	15%	11	4D	II	1770	0.61%	NO
1802	**US 1**	**A1A**	**INDIANTOWN ROAD**	**52%**	**37**	**4D**	**II**	**1770**	**2.12%**	**YES**
1810	US 1	INDIANTOWN ROAD	OCEAN WAY	15%	11	4D	I	1960	0.55%	NO
1306	A1A/BEACH ROAD	MARTIN COUNTY LINE	JUPITER INLET COLONY	2%	1	2	I	880	0.16%	NO
1809	A1A/BEACH ROAD	JUPITER INLET COLONY	US 1	2%	1	2	I	880	0.16%	NO
1804	**A1A**	**US 1**	**SITE**	**67%**	**48**	**2**	**I**	**880**	**5.48%**	**YES**
1804	**A1A**	**SITE**	**INDIANTOWN ROAD**	**33%**	**24**	**2**	**I**	**880**	**2.70%**	**YES**
1812	A1A	INDIANTOWN ROAD	OCEAN WAY	5%	4	2	I	880	0.41%	NO

TABLE 6

TEST 1 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

2029 BUILD OUT
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 20
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 18

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	PM PEAK HOUR DIRECTIONAL PROJECT TRIPS	EXISTING LANES	CLASS	LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
N/A	TEQUESTA DRIVE	COUNTRY CLUB DRIVE	OLD DIXIE HIGHWAY	2%	0	2	I	880	0.05%	NO
N/A	TEQUESTA DRIVE	OLD DIXIE HIGHWAY	US-1	1%	0	2	II	810	0.02%	NO
1803	CENTER STREET	LOXAHATCHEE RIVER ROAD	ALTERNATE A1A	2%	0	2	I	880	0.05%	NO
1209	INDIANTOWN ROAD	MILITARY TRAIL	SR 811	40%	8	6D	II	2680	0.30%	NO
1807	INDIANTOWN ROAD	SR 811	US 1	63%	13	6D	II	2680	0.47%	NO
1811	INDIANTOWN ROAD	US 1	SR A1A	26%	5	4	II	1680	0.31%	NO
1814	OLD DIXIE HIGHWAY	COUNTY LINE ROAD	TEQUESTA DRIVE	3%	1	2	I	880	0.07%	NO
1806	OLD DIXIE HIGHWAY	TEQUESTA DRIVE	SR 811	5%	1	5	II	1770	0.06%	NO
1800	SR 811	US 1	CENTER STREET	2%	0	6D	II	2680	0.01%	NO
1604	SR 811	CENTER STREET	INDIANTOWN ROAD	5%	1	6D	I	2940	0.03%	NO
1808	SR 811	INDIANTOWN ROAD	TONEY PENNA DRIVE	18%	4	6D	I	2940	0.12%	NO
1304	US 1	COUNTY LINE ROAD	BEACH ROAD	6%	1	4D	I	1960	0.06%	NO
1802	US 1	BEACH ROAD	A1A	15%	3	4D	II	1770	0.17%	NO
1802	US 1	A1A	INDIANTOWN ROAD	52%	10	4D	II	1770	0.59%	NO
1810	US 1	INDIANTOWN ROAD	OCEAN WAY	15%	3	4D	I	1960	0.15%	NO
1306	A1A/BEACH ROAD	MARTIN COUNTY LINE	JUPITER INLET COLONY	2%	0	2	I	880	0.05%	NO
1809	A1A/BEACH ROAD	JUPITER INLET COLONY	US 1	2%	0	2	I	880	0.05%	NO
1804	**A1A**	**US 1**	**SITE**	**67%**	**13**	**2**	**I**	**880**	**1.52%**	**YES**
1804	A1A	SITE	INDIANTOWN ROAD	33%	7	2	I	880	0.75%	NO
1812	A1A	INDIANTOWN ROAD	OCEAN WAY	5%	1	2	I	880	0.11%	NO

Notes:
The proposed coffee/donut shop will not be open during the PM peak hour. PM peak hour calculations are provided only for informational purposes.

TABLE 7
AM PEAK HOUR - TEST 1

2029 BUILD OUT
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
AREA WIDE GROWTH RATE = 1.00%
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 72
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 70

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	AM PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	AM PEAK HOUR PROJECT TRIPS	LINK GROWTH	MAJOR PROJECT	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2029 TRAFFIC WITHOUT PROJECT	2029 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS D	2029 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
INDIANTOWN ROAD	MILITARY TRAIL	SR 811	EB	2023	1245	40%	29	77	134	77	211	1456	1485	6D	II	2680	YES	YES
			WB	2023	1232	40%	28	76	85	76	161	1393	1421	6D	II	2680	YES	YES
INDIANTOWN ROAD	SR 811	US 1	EB	2022	1245	63%	45	90	134	90	224	1469	1514	6D	II	2680	YES	YES
			WB	2022	1232	63%	44	89	85	89	174	1406	1450	6D	II	2680	YES	YES
INDIANTOWN ROAD	US 1	SR A1A	EB	2023	633	26%	19	39	134	39	173	806	825	4	II	1680	YES	YES
			WB	2023	282	26%	18	17	85	17	102	384	402	4	II	1680	YES	YES
US 1	A1A	INDIANTOWN ROAD	NB	2022	765	52%	37	55	23	55	78	843	880	4D	II	1770	YES	YES
			SB	2022	990	52%	36	71	47	71	118	1108	1144	4D	II	1770	YES	YES
A1A[1]	US 1	SITE	NB	2022	173	67%	47	12	16	12	28	201	248	2	I	880	YES	YES
			SB	2022	223	67%	48	16	10	16	26	249	297	2	I	880	YES	YES
A1A[1]	SITE	JUPITER BEACH ROAD	NB	2022	173	33%	24	12	16	12	28	201	225	2	I	880	YES	YES
			SB	2022	223	33%	23	16	10	16	26	249	272	2	I	880	YES	YES
A1A[1]	JUPITER BEACH ROAD	INDIANTOWN ROAD	NB	2022	173	33%	24	12	16	12	28	201	225	2	I	880	YES	YES
			SB	2022	223	33%	23	16	10	16	26	249	272	2	I	880	YES	YES

DAILY TRAFFIC ANALYSIS

DAILY TRAFFIC = 455

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	DAILY TRAFFIC	PROJECT DISTRIBUTION	DAILY PROJECT TRIPS	LINK GROWTH	MAJOR PROJECT[2]	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2029 TRAFFIC WITHOUT PROJECT	2029 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS C[3,4]	2029 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
A1A[1]	US 1	SITE	NB + SB	2022	10633	67%	305	767	125	767	892	11525	11830	2	I	12400	YES	YES
A1A[1]	SITE	JUPITER BEACH ROAD	NB + SB	2022	10633	33%	150	767	125	767	892	11525	11675	2	I	12400	YES	YES

Notes:
1. Weekend traffic volumes on A1A north of Love Street obtained from the Town of Jupiter were used for A1A between US 1 and Indiantown Road.
2. Major Project traffic determined by dividing AM peak hour committed project traffic by K Factor (0.209).
3. A1A from US 1 to Jupiter Beach Road is a Town Road and utilizes a LOS C standard for the daily volumes.

TABLE 8
PM PEAK HOUR - TEST 1

2029 BUILD OUT
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
AREA WIDE GROWTH RATE = **1.00%**
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = **72**
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = **70**

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	PM PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	PM PEAK HOUR PROJECT TRIPS[1]	LINK GROWTH	MAJOR PROJECT	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2029 TRAFFIC WITHOUT PROJECT	2029 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS D	2029 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
A1A[2]	US 1	SITE	NB	2022	468	67%	47	34	29	34	63	531	578	2	I	880	YES	YES
			SB	2022	447	67%	48	32	35	32	67	514	562	2	I	880	YES	YES

Notes:
1. The proposed coffee/donut shop will not be open during the PM peak hour. PM peak hour calculations are provided only for informational purposes.
2. Weekend traffic volumes on A1A north of Love Street obtained from the Town of Jupiter were used for A1A between US 1 and Indiantown Road.

APPENDIX B

PBC TPS DATABASE
2029 VOLUME SHEETS
& TRAFFIC VOLUMES

SIMMONS & WHITE
2581 Metrocentre Blvd West, Suite 3 West Palm Beach, Florida 33407
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982

TRAFFIC IMPACT STATEMENT

LOVE STREET REDEVELOPMENT
JUPITER, FLORIDA

Prepared for:

Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, Florida 33458

Job No. 13-069

Date: February 10, 2017
Revised: April 5, 2017



Bryan G. Kelley, P.E.
FL Registration No. 74006

Love Street Trip Generation Tables

TABLE 1 - Daily Traffic Generation

Landuse	Note	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips	Internalization %	Internalization Total	Multi-Modal Discount %	Multi-Modal Discount Total	External Trips	Pass-by %	Pass-by Trips	Net Trips
General Office		710	1,941	S.F.	Ln(T) = 0.76 Ln(X) + 3.68			66	11.7%	8	3.0%	2	56	6.4%	4	53
Gen. Commercial (reduced)		820(alt)	4,949	S.F.	Ln(T) = .65 Ln(X) + 5.83			550	12.6%	69	3.0%	14	466	33.6%	156	310
Quality Restaurant		931	14,193	S.F.	89.95			1,277	6.8%	87	3.0%	36	1,154	23.7%	273	881
High Turnover Sit-Down Rest.		932	0	S.F.	127.15			0	0.0%	0	3.0%	0	0	25.9%	0	0
			Grand Totals:					1,892	8.7%	164	3.0%	52	1,676	25.8%	433	1,243

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	Note	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	Multi-Modal Discount %	Multi-Modal Discount In	Multi-Modal Discount Out	Multi-Modal Discount Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
General Office		710	1,941	S.F.	Ln(T) = 0.80 Ln(X) + 1.57	0.88	0.12	7	1	8	13.1%	1	0	1	3.0%	0	0	0	6	1	7	7%	0	6	1	6
Gen. Commercial (reduced)		820(alt)	4,949	S.F.	0.96	0.62	0.38	3	2	5	0.0%	0	0	0	3.0%	0	0	0	3	2	5	42.2%	2	2	1	3
Quality Restaurant		931	14,193	S.F.	0.81	0.50	0.50	6	6	11	12.3%	0	1	1	3.0%	0	0	0	5	5	10	30.0%	3	4	3	7
High Turnover Sit-Down Rest.		932	0	S.F.	10.81	0.55	0.45	0	0	0	0.0%	0	0	0	3.0%	0	0	0	0	0	0	29%	0	0	0	0
			Grand Totals:					16	9	25	10.1%	1	1	2	3.0%	0	0	1	14	7	22	25.1%	5	11	5	16

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	Note	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	Multi-Modal Discount %	Multi-Modal Discount In	Multi-Modal Discount Out	Multi-Modal Discount Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
General Office		710	1,941	S.F.	1.49	0.17	0.83	0	2	3	7.9%	0	0	0	3.0%	0	0	0	0	2	3	5%	0	0	2	2
Gen. Commercial (reduced)		820(alt)	4,949	S.F.	Ln(T) = 0.67 Ln(X) + 3.0	0.48	0.52	22	24	46	14.0%	3	4	6	3.0%	1	1	1	19	20	39	32.5%	13	13	13	26
Quality Restaurant		931	14,193	S.F.	7.49	0.67	0.33	71	35	106	6.2%	4	3	7	3.0%	2	1	3	65	31	97	23.0%	22	50	24	74
High Turnover Sit-Down Rest.		932	0	S.F.	9.85	0.60	0.40	0	0	0	0.0%	0	0	0	3.0%	0	0	0	0	0	0	23%	0	0	0	0
			Grand Totals:					94	62	156	8.6%	7	7	13	3.0%	3	2	4	85	53	138	25.4%	35	64	40	103

Notes:

For TOJ standards:

1. The Internalization rate is determined based on the research entitled "A New Methodology for Estimating Trip Internalization at Mixed Use Developments" presented at 95th Transportation Research Board Annual Meeting, January 2016
2. The multi-model discount is based on the survey data compiled from www.city-data.com
3. The passby rate is calculated based on the ITE Trip Generation Handbook but is restricted at 10% of the existing adjacent street traffic

For PBC standards:

1. The Internalization rate is determined based on the Nchrp Report 684 entitled "Enhancing Internal Trip Capture Estimation for Mixed-Use Developments", 2011
2. No multi-model discount is assumed.
3. The passby rate is calculated based on the ITE Trip Generation Handbook but is restricted at 25% of the existing adjacent street traffic

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Ocean Dr	STATION:	1804	Report Created
CURRENT YEAR:	2023	FROM:	Midpoint	05/31/2024
ANALYSIS YEAR:	2029	TO:	Midpoint	
GROWTH RATE:	0%	COUNT DATE:	03/29/2023	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	608	338	275	598	393	410
Peak Volume	608	338	275	598	393	410
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	608	338	275	598	393	410

Committed Developments							Type	% Complete
Fishermans Wharf	1	0	0	2	1	1	Res	0%
Indiantown Road Office	5	1	4	5	4	1	NR	0%
Kempe Office Building	17	12	6	20	7	14	Res	60%
Kempe West	4	3	1	37	18	19	Res	0%
Total Committed Developments	27	16	11	64	30	35		
Total Committed Residential	22	15	7	59	26	34		
Total Committed Non-Residential	5	1	4	5	4	1		
Double Count Reduction	1	0	1	1	1	0		
Total Discounted Committed Developments	26	16	10	63	29	35		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	63	37	27	100	53	60		
Growth Volume Used	63	37	27	100	53	60		
Total Volume	671	375	302	698	446	470		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data

ROAD NAME: Ocean Dr
CURRENT YEAR: 2023
ANALYSIS YEAR: 2029
GROWTH RATE: 0%
STATION: 1804
FROM: E Indiantown Rd
TO: Midpoint
COUNT DATE: 03/29/2023
PSF: 1

Report Created
05/31/2024

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	608	338	275	598	393	410
Peak Volume	608	338	275	598	393	410
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	608	338	275	598	393	410

Committed Developments							Type	% Complete
Bluewater Plaza	1	0	1	3	2	1	NR	0%
Fishermans Wharf	1	0	0	2	1	1	Res	0%
Indiantown Road Office	5	1	4	5	4	1	NR	0%
Kempe Office Building	6	4	2	7	2	5	Res	60%
Kempe West	4	1	3	36	18	18	Res	0%
Total Committed Developments	17	6	10	53	27	26		
Total Committed Residential	11	5	5	45	21	24		
Total Committed Non-Residential	6	1	5	8	6	2		
Double Count Reduction	1	0	1	2	1	0		
Total Discounted Committed Developments	16	6	9	51	26	26		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	53	27	26	88	50	51		
Growth Volume Used	53	27	26	88	50	51		
Total Volume	661	365	301	686	443	461		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Indiantown Rd
CURRENT YEAR: 2022
ANALYSIS YEAR: 2029
GROWTH RATE: -0.95%
STATION: 1807
FROM: Old Dixie Hwy
TO: Midpoint
COUNT DATE: 02/07/2022
PSF: 1

Report Created 05/31/2024

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	2421	1245	1232	2547	1209	1338		
Peak Volume	2421	1245	1232	2547	1209	1338		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	2421	1245	1232	2547	1209	1338		
Committed Developments							Type	% Complete
Lakewood	15	9	6	18	8	9	Res	55%
Abacoa DRI	10	5	5	14	7	7	NR	90%
Bluewater Plaza	22	19	3	47	15	32	NR	0%
Fishermans Wharf	20	17	4	66	36	30	Res	0%
Indiantown Road Office	23	21	3	26	5	21	NR	0%
Briger West	2	2	1	4	2	2	Res	40%
Briger East	20	5	14	23	15	7	NR	55%
Island Way South	3	2	1	4	1	3	Res	0%
Beacon Park	39	9	30	48	33	15	Res	0%
Cornerstone PUD	3	1	2	16	8	8	Res	0%
Flaglers Wharf	0	1	1	1	1	1	Res	0%
900 S US 1	63	53	10	85	27	58	NR	0%
Total Committed Developments	220	144	80	352	158	193		
Total Committed Residential	82	41	45	157	89	68		
Total Committed Non-Residential	138	103	35	195	69	125		
Double Count Reduction	21	10	7	39	14	17		
Total Discounted Committed Developments	199	134	73	313	144	176		
Historical Growth	-157	-81	-80	-165	-78	-87		
Comm Dev+1% Growth	374	224	162	497	231	273		
Growth Volume Used	374	224	162	497	231	273		
Total Volume	2795	1469	1394	3044	1440	1611		
Lanes	6LD							
LOS D Capacity	4880	2680	2680	4880	2680	2680		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	5150	2830	2830	5150	2830	2830		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: Indiantown Rd
CURRENT YEAR: 2022
ANALYSIS YEAR: 2029
GROWTH RATE: -0.95%
STATION: 1807
FROM: Midpoint
TO: N Us Highway 1
COUNT DATE: 02/07/2022
PSF: 1

Report Created
05/31/2024

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	2421	1245	1232	2547	1209	1338		
Peak Volume	2421	1245	1232	2547	1209	1338		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	2421	1245	1232	2547	1209	1338		
Committed Developments							Type	% Complete
Lakewood	15	9	6	18	8	9	Res	55%
Abacoa DRI	10	5	5	14	7	7	NR	90%
Bluewater Plaza	18	3	15	39	26	13	NR	0%
Fishermans Wharf	7	1	6	22	10	12	Res	0%
Indiantown Road Office	23	21	3	26	5	21	NR	0%
Briger West	2	2	1	4	2	2	Res	40%
Briger East	20	5	14	23	15	7	NR	55%
Island Way South	3	2	1	4	1	3	Res	0%
Beacon Park	39	9	30	48	33	15	Res	0%
Cornerstone PUD	3	1	2	16	8	8	Res	0%
Flaglers Wharf	0	1	1	1	1	1	Res	0%
900 S US 1	63	53	10	85	27	58	NR	0%
Total Committed Developments	203	112	94	300	143	156		
Total Committed Residential	69	25	47	113	63	50		
Total Committed Non-Residential	134	87	47	187	80	106		
Double Count Reduction	17	6	9	28	16	13		
Total Discounted Committed Developments	186	106	85	272	127	143		
Historical Growth	-157	-81	-80	-165	-78	-87		
Comm Dev+1% Growth	361	196	174	456	214	240		
Growth Volume Used	361	196	174	456	214	240		
Total Volume	2782	1441	1406	3003	1423	1578		
Lanes	6LD							
LOS D Capacity	4880	2680	2680	4880	2680	2680		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	5150	2830	2830	5150	2830	2830		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: N US Highway 1 STATION: 1802 Report Created

CURRENT YEAR: 2022 FROM: E Indiantown Rd 05/31/2024

ANALYSIS YEAR: 2029 TO: Midpoint

GROWTH RATE: 1.98% COUNT DATE: 02/15/2022

PSF: 1

Link Analysis

Time Period		AM			PM			
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	1617	765	990	2063	1145	936		
Peak Volume	1617	765	990	2063	1145	936		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	1617	765	990	2063	1145	936		
Committed Developments							Type	% Complete
Bluewater Plaza	6	1	5	13	9	4	NR	0%
Fishermans Wharf	0	0	0	0	0	0	Res	0%
Indiantown Road Office	5	1	4	5	4	1	NR	0%
Briger West	5	4	1	8	3	5	Res	40%
Briger East	26	7	19	30	20	10	NR	55%
Kempe Office Building	7	5	2	8	3	5	Res	60%
Island Way South	1	0	0	1	1	0	Res	0%
Kempe West	3	1	2	29	15	14	Res	0%
Beacon Park	8	2	6	10	7	3	Res	0%
Cornerstone PUD	3	2	1	16	8	8	Res	0%
900 S US 1	11	2	10	15	11	5	NR	0%
Total Committed Developments	75	25	50	135	81	55		
Total Committed Residential	27	14	12	72	37	35		
Total Committed Non-Residential	48	11	38	63	44	20		
Double Count Reduction	7	2	3	13	9	4		
Total Discounted Committed Developments	68	23	47	122	72	51		
Historical Growth	238	113	146	303	168	138		
Comm Dev+1% Growth	185	78	118	271	155	119		
Growth Volume Used	238	113	146	303	168	138		
Total Volume	1855	878	1136	2366	1313	1074		
Lanes	4LD							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: US Highway 1
CURRENT YEAR: 2022
ANALYSIS YEAR: 2029
GROWTH RATE: 1.98%
STATION: 1802
FROM: Midpoint
TO: Ocean Dr
COUNT DATE: 02/15/2022
PSF: 1

Report Created
05/31/2024

Link Analysis

Time Period		AM			PM			
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	1617	765	990	2063	1145	936		
Peak Volume	1617	765	990	2063	1145	936		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	1617	765	990	2063	1145	936		
Committed Developments							Type	% Complete
Fishermans Wharf	0	0	0	0	0	0	Res	0%
Indiantown Road Office	5	1	4	5	4	1	NR	0%
Briger West	5	4	1	8	3	5	Res	40%
Briger East	26	7	19	30	20	10	NR	55%
Kempe Office Building	7	5	2	8	3	5	Res	60%
Island Way South	1	0	0	1	1	0	Res	0%
Kempe West	3	1	2	29	15	14	Res	0%
Beacon Park	8	2	6	10	7	3	Res	0%
Cornerstone PUD	3	2	1	16	8	8	Res	0%
900 S US 1	11	2	10	15	11	5	NR	0%
Total Committed Developments	69	24	45	122	72	51		
Total Committed Residential	27	14	12	72	37	35		
Total Committed Non-Residential	42	10	33	50	35	16		
Double Count Reduction	7	2	3	10	7	3		
Total Discounted Committed Developments	62	22	42	112	65	48		
Historical Growth	238	113	146	303	168	138		
Comm Dev+1% Growth	179	77	113	261	148	116		
Growth Volume Used	238	113	146	303	168	138		
Total Volume	1855	878	1136	2366	1313	1074		
Lanes	4LD							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

E-W Street: Indiantown Rd
N-S STREET: Ocean Dr
TIME PERIOD: AM
GROWTH RATE: 1.31%
SIGNAL ID: 4810

COUNT DATE: 02/27/2018
CURRENT YEAR: 2018
ANALYSIS YEAR: 2029
PSF: 1

Report Created
06/05/2024

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	210	19	184	6	15	5	165	87	10	13	114	197		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	210	19	184	6	15	5	165	87	10	13	114	197		
Committed Developments													Type	% Complete
Bluewater Plaza	0	0	0	0	0	0	1	0	0	0	0	1	NR	0%
Harbourside	0	0	0	0	0	0	1	0	0	0	0	1	NR	80%
Lighthouse Cove Mini Golf	2	0	0	0	0	0	0	0	0	0	0	0	NR	80%
Love Street	3	0	0	0	0	0	0	1	0	0	0	1	NR	0%
Inlet Waters	2	0	0	0	0	0	0	0	0	0	0	9	Res	0%
Indiantown Road Office	1	0	1	0	0	0	4	0	0	0	0	4	NR	0%
Total Committed Developments	8	0	1	0	0	0	6	1	0	0	0	16		
Total Committed Residential	2	0	0	0	0	0	0	0	0	0	0	9		
Total Committed Non-Residential	6	0	1	0	0	0	6	1	0	0	0	7		
Double Count Reduction	1	0	0	0	0	0	0	0	0	0	0	1		
Total Discounted Committed	7	0	1	0	0	0	6	1	0	0	0	15		
Historical Growth	32	3	28	1	2	1	25	13	2	2	18	30		
Comm Dev+1% Growth	31	2	22	1	2	1	25	11	1	2	13	38		
Growth Volume Used	32	3	28	1	2	1	25	13	2	2	18	38		
Total Volume	242	22	212	7	17	6	190	100	12	15	132	235		

Input Data

E-W Street: Indiantown Rd
N-S STREET: Ocean Dr
TIME PERIOD: PM
GROWTH RATE: 1.31%
SIGNAL ID: 4810

COUNT DATE: 02/27/2018
CURRENT YEAR: 2018
ANALYSIS YEAR: 2029
PSF: 1

Report Created
06/05/2024

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	252	22	200	7	36	11	149	146	8	6	103	245		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	252	22	200	7	36	11	149	146	8	6	103	245		
Committed Developments													Type	% Complete
Fishermans Wharf	1	0	1	0	0	0	1	0	0	0	0	1	Res	0%
Bluewater Plaza	2	0	2	0	0	0	1	0	0	0	0	1	NR	0%
Harbourside	4	0	4	0	0	0	3	0	0	0	0	3	NR	80%
Lighthouse Cove Mini Golf	2	0	0	0	0	0	0	1	0	0	0	2	NR	80%
Love Street	21	0	0	0	0	0	0	4	0	0	3	16	NR	0%
Inlet Waters	8	0	0	0	0	0	0	0	0	0	0	4	Res	0%
Indiantown Road Office	4	0	4	0	0	0	1	0	0	0	0	1	NR	0%
Total Committed Developments	42	0	11	0	0	0	6	5	0	0	3	28		
Total Committed Residential	9	0	1	0	0	0	1	0	0	0	0	5		
Total Committed Non-Residential	33	0	10	0	0	0	5	5	0	0	3	23		
Double Count Reduction	2	0	0	0	0	0	0	0	0	0	0	1		
Total Discounted Committed	40	0	11	0	0	0	6	5	0	0	3	27		
Historical Growth	39	3	31	1	6	2	23	22	1	1	16	38		
Comm Dev+1% Growth	69	3	34	1	4	1	23	22	1	1	15	55		
Growth Volume Used	69	3	34	1	6	2	23	22	1	1	16	55		
Total Volume	321	25	234	8	42	13	172	168	9	7	119	300		

Type of report: Tube Count - Volume Data

LOCATION: Hwy A1A/Ocean Blvd N of Love St
QC JOB #: 14222084
SPECIFIC LOCATION: Hwy A1A/Ocean Blvd N of Love St
DIRECTION: NB
CITY/STATE: Jupiter, FL
DATE: Mar 09 2017 - Mar 12 2017

Start Time	Mon	Tue	Wed	Thu 09-Mar-17	Fri 10-Mar-17	Average Weekday Hourly Traffic	Sat 11-Mar-17	Sun 12-Mar-17	Average Week Hourly Traffic	Average Week Profile
12:00 AM				59	29	44	131	147	92	
1:00 AM				13	9	11	90	89	50	
2:00 AM				5	2	4	15	0	6	
3:00 AM				1	0	1	3	21	6	
4:00 AM				4	2	3	4	7	4	
5:00 AM				8	9	9	4	7	7	
6:00 AM				30	46	38	33	10	30	
7:00 AM				107	106	107	100	101	104	
8:00 AM				117	139	128	139	120	129	
9:00 AM				172	178	175	199	156	176	
10:00 AM				248	245	247	227	**299**	255	
11:00 AM				**295**	**278**	**287**	**339**	268	**295**	
12:00 PM				378	377	378	359	345	365	
1:00 PM				394	398	396	464	**449**	426	
2:00 PM				404	422	413	513	438	444	
3:00 PM				385	411	398	577	426	450	
4:00 PM				**468**	**520**	**494**	**591**	369	487	
5:00 PM				443	516	480	583	420	**491**	
6:00 PM				436	449	443	512	432	457	
7:00 PM				293	335	314	368	235	308	
8:00 PM				193	251	222	325	141	228	
9:00 PM				198	179	189	264	108	187	
10:00 PM				164	194	179	200	84	161	
11:00 PM				70	197	134	268	47	146	
Day Total				4885	5292	5094	6308	4719	5304	
% Weekday Average				95.9%	103.9%					
% Week Average				92.1%	99.8%	96.0%	118.9%	89.0%		
AM Peak Volume				11:00 AM 295	11:00 AM 278	11:00 AM 287	11:00 AM 339	10:00 AM 299	11:00 AM 295	
PM Peak Volume				4:00 PM 468	4:00 PM 520	4:00 PM 494	4:00 PM 591	1:00 PM 449	5:00 PM 491	

Comments:

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

SUMMARY - Tube Count - Volume Data (Weekend)

LOCATION: Hwy A1A/Ocean Blvd N of Love St
SPECIFIC LOCATION: Hwy A1A/Ocean Blvd N of Love St
CITY/STATE: Jupiter, FL

QC JOB #: 14222084
DIRECTION: NB
DATE: Mar 11 2017 - Mar 12 2017

Start Time			Sat 11-Mar-17	Sun 12-Mar-17	Average Weekend Hourly Traffic	Average Weekend Profile
12:00 AM			131	147	139	
1:00 AM			90	89	90	
2:00 AM			15	0	8	
3:00 AM			3	21	12	
4:00 AM			4	7	6	
5:00 AM			4	7	6	
6:00 AM			33	10	22	
7:00 AM			100	101	101	
8:00 AM			139	120	130	
9:00 AM			199	156	178	
10:00 AM			227	**299**	263	
11:00 AM			**339**	268	**304**	
12:00 PM			359	345	352	
1:00 PM			464	**449**	457	
2:00 PM			513	438	476	
3:00 PM			577	426	**502**	
4:00 PM			**591**	369	480	
5:00 PM			583	420	502	
6:00 PM			512	432	472	
7:00 PM			368	235	302	
8:00 PM			325	141	233	
9:00 PM			264	108	186	
10:00 PM			200	84	142	
11:00 PM			268	47	158	
Day Total			6308	4719	5521	
% Weekday Average						
% Week Average			114.3%	85.5%		
AM Peak Volume			11:00 AM 339	10:00 AM 299	11:00 AM 304	
PM Peak Volume			4:00 PM 591	1:00 PM 449	3:00 PM 502	

Comments:

Report generated on 3/23/2017 10:56 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: Hwy A1A/Ocean Blvd N of Love St
SPECIFIC LOCATION: Hwy A1A/Ocean Blvd N of Love St
CITY/STATE: Jupiter, FL

QC JOB #: 14222084
DIRECTION: SB
DATE: Mar 09 2017 - Mar 12 2017

Start Time	Mon	Tue	Wed	Thu 09-Mar-17	Fri 10-Mar-17	Average Weekday Hourly Traffic	Sat 11-Mar-17	Sun 12-Mar-17	Average Week Hourly Traffic	Average Week Profile
12:00 AM				17	7	12	55	49	32	
1:00 AM				7	3	5	21	27	15	
2:00 AM				2	0	1	5	0	2	
3:00 AM				1	1	1	3	6	3	
4:00 AM				4	3	4	6	4	4	
5:00 AM				10	23	17	19	14	17	
6:00 AM				75	80	78	87	53	74	
7:00 AM				158	146	152	127	88	130	
8:00 AM				251	222	237	187	140	200	
9:00 AM				214	265	240	222	215	229	
10:00 AM				244	298	271	276	286	276	
11:00 AM				**321**	**340**	**331**	**400**	**339**	**350**	
12:00 PM				**385**	**435**	**410**	422	398	**410**	
1:00 PM				361	379	370	474	**418**	408	
2:00 PM				340	339	340	480	381	385	
3:00 PM				299	375	337	451	367	373	
4:00 PM				294	362	328	**493**	343	373	
5:00 PM				373	413	393	449	328	391	
6:00 PM				320	354	337	397	268	335	
7:00 PM				266	327	297	351	170	279	
8:00 PM				185	255	220	327	115	221	
9:00 PM				127	230	179	285	111	188	
10:00 PM				66	177	122	202	54	125	
11:00 PM				28	103	66	143	20	74	
Day Total				4348	5137	4748	5882	4194	4894	
% Weekday Average				91.6%	108.2%					
% Week Average				88.8%	105.0%	97.0%	120.2%	85.7%		
AM Peak Volume				11:00 AM 321	11:00 AM 340	11:00 AM 331	11:00 AM 400	11:00 AM 339	11:00 AM 350	
PM Peak Volume				12:00 PM 385	12:00 PM 435	12:00 PM 410	4:00 PM 493	1:00 PM 418	12:00 PM 410	

Comments:

Report generated on 3/23/2017 10:56 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

SUMMARY - Tube Count - Volume Data (Weekend)

LOCATION: Hwy A1A/Ocean Blvd N of Love St
SPECIFIC LOCATION: Hwy A1A/Ocean Blvd N of Love St
CITY/STATE: Jupiter, FL

QC JOB #: 14222084
DIRECTION: SB
DATE: Mar 11 2017 - Mar 12 2017

Start Time			Sat 11-Mar-17	Sun 12-Mar-17	Average Weekend Hourly Traffic	Average Weekend Profile
12:00 AM			55	49	52	
1:00 AM			21	27	24	
2:00 AM			5	0	3	
3:00 AM			3	6	5	
4:00 AM			6	4	5	
5:00 AM			19	14	17	
6:00 AM			87	53	70	
7:00 AM			127	88	108	
8:00 AM			187	140	164	
9:00 AM			222	215	219	
10:00 AM			276	286	281	
11:00 AM			**400**	**339**	**370**	
12:00 PM			422	398	410	
1:00 PM			474	**418**	**446**	
2:00 PM			480	381	431	
3:00 PM			451	367	409	
4:00 PM			**493**	343	418	
5:00 PM			449	328	389	
6:00 PM			397	268	333	
7:00 PM			351	170	261	
8:00 PM			327	115	221	
9:00 PM			285	111	198	
10:00 PM			202	54	128	
11:00 PM			143	20	82	
Day Total			5882	4194	5044	
% Weekday Average						
% Week Average			116.6%	83.1%		
AM Peak Volume			11:00 AM 400	11:00 AM 339	11:00 AM 370	
PM Peak Volume			4:00 PM 493	1:00 PM 418	1:00 PM 446	

Comments:

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: Hwy A1A North of Love St
QC JOB #: 15647378
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Jupiter, FL
DATE: Feb 25 2022 - Feb 27 2022

Start Time	Mon	Tue	Wed	Thu	Fri 25 Feb 22	Average Weekday 15-min Traffic	Sat 26 Feb 22	Sun 27 Feb 22	Average Week 15-min Traffic	Average Week Profile
12:00 AM					15	15	52	45	37	
12:15 AM					8	8	35	33	25	
12:30 AM					2	2	32	24	19	
12:45 AM					4	4	28	37	23	
01:00 AM					4	4	31	27	21	
01:15 AM					0	0	18	18	12	
01:30 AM					2	2	2	6	3	
01:45 AM					2	2	5	2	3	
02:00 AM					0	0	1	0	0	
02:15 AM					1	1	8	4	4	
02:30 AM					0	0	5	0	2	
02:45 AM					0	0	1	4	2	
03:00 AM					0	0	0	2	1	
03:15 AM					0	0	0	3	1	
03:30 AM					0	0	1	0	0	
03:45 AM					0	0	1	1	1	
04:00 AM					1	1	1	8	3	
04:15 AM					2	2	1	3	2	
04:30 AM					0	0	0	0	0	
04:45 AM					0	0	1	0	0	
05:00 AM					0	0	0	0	0	
05:15 AM					2	2	3	1	2	
05:30 AM					1	1	0	1	1	
05:45 AM					3	3	1	1	2	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 3/1/2022 11:54 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Quality Counts
DATA THAT DRIVES COMMUNITIES

Type of report: Tube Count - Volume Data

LOCATION: Hwy A1A North of Love St
QC JOB #: 15647378
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Jupiter, FL
DATE: Feb 25 2022 - Feb 27 2022

63

Start Time	Mon	Tue	Wed	Thu	Fri 25 Feb 22	Average Weekday 15-min Traffic	Sat 26 Feb 22	Sun 27 Feb 22	Average Week 15-min Traffic	Average Week Profile
06:00 AM					2	2	2	3	2	
06:15 AM					5	5	2	3	3	
06:30 AM					9	9	8	5	7	
06:45 AM					11	11	16	14	14	
07:00 AM					15	15	18	27	20	
07:15 AM					23	23	27	30	27	
07:30 AM					34	34	19	25	26	
07:45 AM					32	32	25	31	29	
08:00 AM					30	30	17	38	28	
08:15 AM					38	38	56	29	41	
08:30 AM					39	39	47	52	46	
08:45 AM					40	40	39	54	44	
09:00 AM					48	48	34	36	39	
09:15 AM					38	38	47	44	43	
09:30 AM					47	47	50	50	49	
09:45 AM					59	59	52	65	59	
10:00 AM					56	56	71	67	65	
10:15 AM					62	62	64	63	63	
10:30 AM					60	60	67	76	68	
10:45 AM					**69**	**69**	57	77	68	
11:00 AM					57	57	60	72	63	
11:15 AM					57	57	70	72	66	
11:30 AM					66	66	**74**	**78**	**73**	
11:45 AM					69	69	56	61	62	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 3/1/2022 11:54 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Quality Counts
DATA THAT DRIVES COMMUNITIES

Type of report: Tube Count - Volume Data

LOCATION: Hwy A1A North of Love St
QC JOB #: 15647378
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Jupiter, FL
DATE: Feb 25 2022 - Feb 27 2022

Start Time	Mon	Tue	Wed	Thu	Fri 25 Feb 22	Average Weekday 15-min Traffic	Sat 26 Feb 22	Sun 27 Feb 22	Average Week 15-min Traffic	Average Week Profile
12:00 PM					94	94	94	91	93	
12:15 PM					90	90	72	88	83	
12:30 PM					72	72	66	93	77	
12:45 PM					73	73	77	70	73	
01:00 PM					90	90	99	78	89	
01:15 PM					68	68	65	61	65	
01:30 PM					74	74	82	83	80	
01:45 PM					97	97	78	49	75	
02:00 PM					68	68	86	64	73	
02:15 PM					88	88	64	104	85	
02:30 PM					94	94	90	78	87	
02:45 PM					91	91	65	89	82	
03:00 PM					96	96	104	79	93	
03:15 PM					103	103	72	72	82	
03:30 PM					95	95	90	109	98	
03:45 PM					82	82	83	78	81	
04:00 PM					**109**	**109**	86	93	96	
04:15 PM					46	46	75	95	72	
04:30 PM					87	87	103	69	86	
04:45 PM					73	73	114	**120**	102	
05:00 PM					104	104	120	97	107	
05:15 PM					91	91	112	73	92	
05:30 PM					99	99	122	111	**111**	
05:45 PM					96	96	**126**	98	107	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 3/1/2022 11:54 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Quality Counts
DATA THAT DRIVES COMMUNITIES

Type of report: Tube Count - Volume Data

LOCATION: Hwy A1A North of Love St
QC JOB #: 15647378
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Jupiter, FL
DATE: Feb 25 2022 - Feb 27 2022

Start Time	Mon	Tue	Wed	Thu	Fri 25 Feb 22	Average Weekday 15-min Traffic	Sat 26 Feb 22	Sun 27 Feb 22	Average Week 15-min Traffic	Average Week Profile
06:00 PM					72	72	95	84	84	
06:15 PM					82	82	106	76	88	
06:30 PM					105	105	81	73	86	
06:45 PM					108	108	112	78	99	
07:00 PM					62	62	117	81	87	
07:15 PM					72	72	93	63	76	
07:30 PM					86	86	57	61	68	
07:45 PM					66	66	64	43	58	
08:00 PM					64	64	62	45	57	
08:15 PM					60	60	49	42	50	
08:30 PM					50	50	60	32	47	
08:45 PM					49	49	65	47	54	
09:00 PM					53	53	74	43	57	
09:15 PM					58	58	57	35	50	
09:30 PM					64	64	57	27	49	
09:45 PM					48	48	69	26	48	
10:00 PM					59	59	65	28	51	
10:15 PM					51	51	66	26	48	
10:30 PM					56	56	70	21	49	
10:45 PM					51	51	59	16	42	
11:00 PM					53	53	72	7	44	
11:15 PM					52	52	55	5	37	
11:30 PM					54	54	45	10	36	
11:45 PM					52	52	37	19	36	
Day Total					4620	4620	5037	4322	4659	
% Weekday Average					100%					
% Week Average					99.2%	99.2%	108.1%	92.8%		
AM Peak 15-min Vol					10:45 AM 69	10:45 AM 69	11:30 AM 74	11:30 AM 78	11:30 AM 73	
PM Peak 15-min Vol					4:00 PM 109	4:00 PM 109	5:45 PM 126	4:45 PM 120	5:30 PM 111	

Comments:

Report generated on 3/1/2022 11:54 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Quality Counts
DATA THAT DRIVES COMMUNITIES

Type of report: Tube Count - Volume Data

LOCATION: Hwy A1A North of Love St
QC JOB #: 15647378
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Jupiter, FL
DATE: Feb 25 2022 - Feb 27 2022

Start Time	Mon	Tue	Wed	Thu	Fri 25 Feb 22	Average Weekday 15-min Traffic	Sat 26 Feb 22	Sun 27 Feb 22	Average Week 15-min Traffic	Average Week Profile
12:00 AM					6	6	27	22	18	
12:15 AM					7	7	24	21	17	
12:30 AM					3	3	8	12	8	
12:45 AM					0	0	10	13	8	
01:00 AM					1	1	15	14	10	
01:15 AM					0	0	5	8	4	
01:30 AM					0	0	0	1	0	
01:45 AM					0	0	2	1	1	
02:00 AM					0	0	0	2	1	
02:15 AM					0	0	2	0	1	
02:30 AM					0	0	2	0	1	
02:45 AM					0	0	0	0	0	
03:00 AM					0	0	0	0	0	
03:15 AM					1	1	0	3	1	
03:30 AM					0	0	1	0	0	
03:45 AM					2	2	0	1	1	
04:00 AM					1	1	0	1	1	
04:15 AM					1	1	3	2	2	
04:30 AM					2	2	1	0	1	
04:45 AM					1	1	0	2	1	
05:00 AM					1	1	2	1	1	
05:15 AM					1	1	4	1	2	
05:30 AM					5	5	3	6	5	
05:45 AM					9	9	11	15	12	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 3/1/2022 11:54 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Quality Counts
DATA THAT DRIVES COMMUNITIES

Type of report: Tube Count - Volume Data

LOCATION: Hwy A1A North of Love St
QC JOB #: 15647378
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Jupiter, FL
DATE: Feb 25 2022 - Feb 27 2022

Start Time	Mon	Tue	Wed	Thu	Fri 25 Feb 22	Average Weekday 15-min Traffic	Sat 26 Feb 22	Sun 27 Feb 22	Average Week 15-min Traffic	Average Week Profile
06:00 AM					16	16	11	15	14	
06:15 AM					18	18	17	19	18	
06:30 AM					18	18	18	13	16	
06:45 AM					38	38	31	25	31	
07:00 AM					37	37	19	28	28	
07:15 AM					36	36	25	31	31	
07:30 AM					43	43	27	25	32	
07:45 AM					62	62	55	43	53	
08:00 AM					39	39	28	32	33	
08:15 AM					67	67	45	60	57	
08:30 AM					50	50	36	47	44	
08:45 AM					67	67	46	43	52	
09:00 AM					52	52	51	34	46	
09:15 AM					62	62	47	61	57	
09:30 AM					60	60	33	50	48	
09:45 AM					78	78	87	90	85	
10:00 AM					96	96	72	77	82	
10:15 AM					49	49	76	69	65	
10:30 AM					67	67	86	79	77	
10:45 AM					80	80	80	86	82	
11:00 AM					83	83	82	89	85	
11:15 AM					**103**	**103**	77	**107**	96	
11:30 AM					80	80	**117**	90	96	
11:45 AM					103	103	110	97	**103**	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 3/1/2022 11:54 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Quality Counts
DATA THAT DRIVES COMMUNITIES

Type of report: Tube Count - Volume Data

LOCATION: Hwy A1A North of Love St
QC JOB #: 15647378
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Jupiter, FL
DATE: Feb 25 2022 - Feb 27 2022

Start Time	Mon	Tue	Wed	Thu	Fri 25 Feb 22	Average Weekday 15-min Traffic	Sat 26 Feb 22	Sun 27 Feb 22	Average Week 15-min Traffic	Average Week Profile
12:00 PM					88	88	125	95	103	
12:15 PM					101	101	103	110	105	
12:30 PM					**132**	**132**	116	102	117	
12:45 PM					99	99	90	108	99	
01:00 PM					85	85	103	83	90	
01:15 PM					121	121	98	94	104	
01:30 PM					82	82	85	93	87	
01:45 PM					102	102	96	109	102	
02:00 PM					84	84	67	80	77	
02:15 PM					91	91	77	85	84	
02:30 PM					89	89	121	131	114	
02:45 PM					70	70	**134**	129	111	
03:00 PM					111	111	105	93	103	
03:15 PM					87	87	82	**133**	101	
03:30 PM					90	90	71	81	81	
03:45 PM					95	95	134	133	**121**	
04:00 PM					89	89	101	75	88	
04:15 PM					67	67	88	109	88	
04:30 PM					102	102	92	93	96	
04:45 PM					85	85	121	92	99	
05:00 PM					97	97	91	106	98	
05:15 PM					103	103	103	83	96	
05:30 PM					87	87	132	74	98	
05:45 PM					106	106	95	86	96	
Day Total										
% Weekday Average										
% Week Average										
AM Peak 15-min Vol										
PM Peak 15-min Vol										

Comments:

Report generated on 3/1/2022 11:54 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Quality Counts
DATA THAT DRIVES COMMUNITIES

Type of report: Tube Count - Volume Data

LOCATION: Hwy A1A North of Love St
QC JOB #: 15647378
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Jupiter, FL
DATE: Feb 25 2022 - Feb 27 2022

Start Time	Mon	Tue	Wed	Thu	Fri 25 Feb 22	Average Weekday 15-min Traffic	Sat 26 Feb 22	Sun 27 Feb 22	Average Week 15-min Traffic	Average Week Profile
06:00 PM					106	106	108	84	99	
06:15 PM					83	83	108	91	94	
06:30 PM					81	81	116	49	82	
06:45 PM					82	82	92	61	78	
07:00 PM					69	69	82	50	67	
07:15 PM					72	72	89	71	77	
07:30 PM					87	87	88	54	76	
07:45 PM					78	78	95	63	79	
08:00 PM					94	94	71	35	67	
08:15 PM					90	90	86	30	69	
08:30 PM					93	93	85	47	75	
08:45 PM					75	75	84	27	62	
09:00 PM					74	74	79	18	57	
09:15 PM					75	75	77	30	61	
09:30 PM					68	68	74	23	55	
09:45 PM					55	55	70	14	46	
10:00 PM					56	56	66	18	47	
10:15 PM					53	53	54	13	40	
10:30 PM					53	53	61	10	41	
10:45 PM					40	40	45	7	31	
11:00 PM					46	46	44	3	31	
11:15 PM					32	32	33	2	22	
11:30 PM					29	29	34	8	24	
11:45 PM					24	24	29	4	19	
Day Total					5323	5323	5596	4625	5184	
% Weekday Average					100%					
% Week Average					102.7%	102.7%	107.9%	89.2%		
AM Peak 15-min Vol					11:15 AM 103	11:15 AM 103	11:30 AM 117	11:15 AM 107	11:45 AM 103	
PM Peak 15-min Vol					12:30 PM 132	12:30 PM 132	2:45 PM 134	3:15 PM 133	3:45 PM 121	

Comments:

Report generated on 3/1/2022 11:54 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Quality Counts
DATA THAT DRIVES COMMUNITIES

STN#	ROAD	FROM	TO	LANES	HISTORICAL DAILY TRAFFIC VOLUMES 2018	2019	2020	2021	2022	2023 DAILY VOL	DATE	DIR LOS STD	AM PEAK HOUR 2-WAY	NB/EB	SB/WB	PM PEAK HOUR 2-WAY	NB/EB	SB/WB
1804	A1A	US 1	Indiantown Rd	2	10172	9228		9999	8883	9738	3/29/2023	880	608	338	275	598	393	410
1812	A1A	Indiantown Rd	Ocean Way	2	6789	6222	5930	6876	7269	7118	12/13/2022	1140	542	315	237	553	279	279
6308	A1A	Delray Beach	Highland Beach	2	12229	11388			11057	11010	3/29/2023	880	685	341	420	924	483	450
5643	ATLANTIC AVE	Hagen Ranch Rd	Jog Rd	4D	39360	38678	39563	37224	39294	41742	1/18/2023	1770	3162	1988	1174	3185	1551	1633
5659	ATLANTIC AVE	Barwick Rd	Congress Ave	6D	44682	41132		38245	43017	44637	3/6/2023	2680	3296	2011	1414	3340	1683	1675
2834	AUSTRALIAN AVE	Blue Heron Blvd	MLK JR BL (SR 710	4D	14015	13481		12953	12734	11596	1/23/2023	1770	1024	485	549	1044	606	456
2306	AUSTRALIAN AVE	MLK JR BL (SR 710)	45th St	4D		18133	19022	17475	20419	19560	4/3/2023	1960	1309	674	635	2268	901	1415
3802	AUSTRALIAN AVE	45th St	36th St	4D	30097	26227		23951	30086	24737	2/21/2023	1960	1978	985	1023	2198	977	1237
3810	AUSTRALIAN AVE	36th St	25th St	4D	27618	24384		23921	26785	26649	2/21/2023	1960	2306	896	1425	2321	899	1428
3816	AUSTRALIAN AVE	25th St	15th St	4D	28549	28116		26436	27912	27788	2/21/2023	1770	2230	1095	1161	2289	996	1329
3820	AUSTRALIAN AVE	15th St	Palm Beach Lakes Bl	4D	29366	29178			28020	25231	2/21/2023	1860	1898	796	1222	1859	702	1157
3924	AUSTRALIAN AVE	Palm Beach Lakes Blvd	Banyan Blvd	4D	28700	28951				28780	2/21/2023	1770	2281	1049	1243	2474	946	1557
3850	AUSTRALIAN AVE	Banyan Blvd	Okeechobee Bl	6D		43867				46507	2/22/2023	2940	3921	2390	1531	4239	1174	3065
3309	AUSTRALIAN AVE	Okeechobee Bl	Belvedere Rd	6D	33481	30915		32736		33961	3/8/2023	2940	3055	1967	1109	3317	1050	2267
3610	AUSTRALIAN AVE	Belvedere Rd	PBIA (Turnage Blvd)	6D	40365	42125			40668	42828	2/22/2023	2940	3929	2714	1215	3916	1304	2598
1401	BEELINE HWY	Indiantown Rd	Pratt-Whitney Rd	4D		8394	8371	9498	9493	9817	11/28/2022	3320	812	532	300	709	307	404
1411	BEELINE HWY	Pratt-Whitney Rd	Caloosa	4D	16687	17827	18368	19244	20070	19778	11/28/2022	3320	1845	930	915	1747	665	1091
2109	BEELINE HWY	Caloosa	N County Airport	4D	18838	18199	17673	18615	17504	19109	11/28/2022	3320	1710	933	790	1656	654	1006

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STN#	ROAD	FROM	TO	LANES	HISTORICAL DAILY TRAFFIC VOLUMES 2018	2019	2020	2021	2022	2023 DAILY VOL	DATE	DIR LOS STD	AM PEAK HOUR 2-WAY	NB/EB	SB/WB	PM PEAK HOUR 2-WAY	NB/EB	SB/WB
6636	CAMINO REAL	Camino del Mar	Military Tr	4D	16203	15082		11186	13071	14140	4/5/2023	1960	1468	1054	440	1335	421	915
6311	CAMINO REAL	Military Tr	12th Ave SW	4D	17874	17004		12250	15469	20583	3/1/2023	1960	1889	929	960	2120	693	1511
6849	CAMINO REAL	12th Ave SW	3rd Ave SW	4D	14022			10470	12964	15731	3/1/2023	1960	1497	1012	489	1563	588	988
6853	CAMINO REAL	3rd Ave SW	Old Dixie Hwy	4D	19422			15778		15759	3/1/2023	1770	1156	651	511	1407	623	829
6855	CAMINO REAL	Old Dixie Hwy	US 1	4D	17452			13482	16024	18707	3/1/2023	1770	1242	734	536	1637	826	825
6857	CAMINO REAL	US 1	ICWW Bridge	4D				11050	14864	16593	3/1/2023	1770	1075	622	521	1355	650	710
6859	CAMINO REAL	ICWW Bridge	A1A	2	8351			6506	8798	8526	3/1/2023	810	491	251	308	736	313	431
1603	CENTER ST	Indiantown Rd	Loxahatchee River R	2	16010		16137	15736	14974	16561	12/14/2022	989	1200	533	691	1231	619	621
1803	CENTER ST	Loxahatchee River Rd	Alt. A1A	2	17521	16905	16772	16052	18205	17058	12/14/2022	1180	1319	723	627	1458	631	853
1612	CENTRAL BLVD	Church St	Indiantown Rd	2	16741	16154	16178	14794		16115	12/6/2022	810	1441	574	880	1519	842	696
1606	CENTRAL BLVD	Indiantown Rd	Indian Creek Pkwy	4D	27091	28574		24504	25308	25339	12/6/2022	1960	2165	1030	1138	2441	1448	1018
1614	CENTRAL BLVD	Indian Creek Pkwy	Frederick Small Rd	4D	15889	14956	14210	14002	15277	14059	1/18/2023	1960	1322	582	776	1357	793	589
1206	CENTRAL BLVD	Frederick Small Rd	Donald Ross Rd	4D	20089	19418	19371	16724	19945	17166	1/18/2023	1960	1307	642	677	1660	729	931
2210	CENTRAL BLVD	Donald Ross Rd	Hood Rd	4D	18117	16770	17126	14824	16280	17106	1/18/2023	1960	1530	768	766	1599	719	907
2608	CENTRAL BLVD	Hood Rd	PGA Blvd	4D	16086	17431	17228	16961	17850	17826	1/30/2023	1960	2067	1220	847	1505	621	912
6403	CLINT MOORE RD	SR 7	Lyons Rd	4D	18919	19041		15558	17088	16630	12/13/2022	1960	1369	927	486	1514	636	903
6201	CLINT MOORE RD	Lyons Rd	Jog Rd	4D	26298	25418		24702	24417	26061	12/13/2022	1960	2374	1642	149	2394	899	1495
6607	CLINT MOORE RD	Jog Rd	Military Tr	4D	34229	32682	33561	27656	30388	31942	2/27/2023	1770	2780	1905	972	2897	1351	1678

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STN#	ROAD	FROM	TO	LANES	HISTORICAL DAILY TRAFFIC VOLUMES 2018	2019	2020	2021	2022	2023 DAILY VOL	DATE	DIR LOS STD	AM PEAK HOUR 2-WAY	NB/EB	SB/WB	PM PEAK HOUR 2-WAY	NB/EB	SB/WB
1617	INDIANTOWN RD	Island Way	Central Blvd	6D		62424	62111	58564	62340	58309	12/6/2022	2680	4940	2796	2159	4596	2202	2483
1811	INDIANTOWN RD	US 1	SR A1A	5	16884	15978		16388	15215	11466	12/14/2023	1960	900	633	282	870	491	383
2215	INVESTMENT LN	Military Tr	Garden Rd	2	10609	11280	11144	10300	11235	11313	2/8/2023	880	902	652	281	1143	494	667
1620	ISLAND WAY	Indiantown Rd	Church St	4D	15983	16573	15993	13224	16664	16936	12/6/2022	1960	1673	645	1048	1427	776	663
2107	JOG RD	Hood Rd	PGA Bl	2	11407	11035	10831	9588	10131	10324	1/30/2023	1140	975	420	595	982	408	579
2416	JOG RD	Turnpike Int	Beeline Hwy	4D	16641	17740	18090	18460	16761	17551	11/29/2022	1960	1422	727	791	1422	903	524
2414	JOG RD	Beeline Hwy	45th St	2	6640	6403	6995	7317	7868	7545	3/27/2023	1140	710	359	355	612	312	300
3458	JOG RD	Roebuck Rd	Okeechobee Bl	4D	29261	29986	30170	28727	34168	36385	3/6/2023	1960	3229	1792	1485	3294	1190	2104
4204	JOG RD	Forest Hill Blvd	10th Ave N	6D	49789	48596		50252	50638	51231	1/9/2023	2680	3721	2052	1670	4369	1925	2500
4612	JOG RD	Melaleuca Ln	Lantana Rd	6D	46286	46889		44000	48450	48255	1/9/2023	2940	3570	1599	2032	3934	2081	1872
4670	JOG RD	Winston Trails Bl	Hypoluxo Rd	6D	37410	38516	39390	36668	40322	39549	1/9/2023	2940	3309	1327	1999	3148	1779	1423
6634	JOG RD	Yamato Rd	Potomac Rd	4D	29655	29528	30712	26255	32226	29147	2/8/2023	1770	2433	1045	1414	2438	1281	1237
6618	JOG RD	Potomac Rd	Glades Rd	4D	30832	30487		27961	33349	29826	4/23/2023	1960	2385	1288	1097	2396	1180	1236
6420	JUDGE WINIKOFF RD	Sandpoint Ter	SR 7	4D	9756	9693		8728	11246	12889	4/5/2023	1960	1406	833	599	989	430	567
1404	JUPITER FARMS RD	Indiantown Rd	South of Indiantown	2		13127		14594	14993	12636	3/29/2023	1140	1011	683	328	1149	433	734
3614	KIRK RD	Southern Blvd	Gun Club Rd	4D	11400	11515	11748	10345	12400	15074	1/30/2023	1770	1418	540	878	1422	611	818
3662	KIRK RD	Gun Club Rd	Summit Blvd	2	11376	10939		9748	10250	11134	1/30/2023	880	1006	524	482	1149	562	632
3656	KIRK RD	Summit Blvd	Forest Hill Blvd	2	10833	10667		9264		10943	1/30/2023	880	771	404	389	1204	520	692

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5639	OLD BOYNTON RD	Military Tr	Lawrence Rd	5	16747	15342		13600		14753	3/28/2023	1960	817	464	365	1299	648	665
5629	OLD BOYNTON RD	Congress Ave	Boynton Beach Blvd	3	16245	17845	17245	16560		16842	1/4/2023	880	914	371	578	1554	1028	538
1814	OLD DIXIE HWY	County Line Rd	Tequesta Dr	2	7983	7463	7632	6862	7241	7021	12/14/2022	880	530	208	322	714	440	278
1806	OLD DIXIE HWY	Tequesta Dr	SR-811/Beach Rd	4	15730	15396	15867	12681	13422	16810	3/29/2023	1680	1508	463	1045	1212	545	706
6304	OLD DIXIE HWY	Hidden Valley Blvd	Lindell Blvd	2	12974	12316		10717	13292	11972	2/27/2023	880	962	395	567	1094	608	528
6862	OLD DIXIE HWY	Yamato Rd	Spanish River Blvd	4D	17649	18310			16574	15128	2/27/2023	1960	1172	605	579	1531	852	691
6860	OLD DIXIE HWY	Spanish River Blvd	NE 20th St	4D	19577	19228		14613	19688	18192	2/27/2023	1960	1529	864	665	1769	946	823
6866	OLD DIXIE HWY	NE 20th St	Glades Rd	4D	20657	19134		16093	19875	20433	2/27/2023	1770	1621	931	690	1957	1083	912
6900	OLD DIXIE HWY	Glades Rd	Palmetto Park Rd	5	21880	20748		16660	19738	16649	2/27/2023	1770	1387	750	697	1746	898	854
6870	OLD DIXIE HWY	Palmetto Park Rd	Camino Real	4D	26042	25555		18991	23171	23591	2/27/2023	1960	1881	1053	850	2249	1091	1158
6872	OLD DIXIE HWY	Camino Real	SW 18th St	4D	23209	22352		18570	22282	20174	3/1/2023	1960	1536	889	744	1765	764	1133
6310	OLD DIXIE HWY	SW 18th St	Broward County Line	4D	20616			18190	22319	24446	2/13/2023	1960	2154	1205	1011	2177	725	1452
2417	ORANGE BLVD	Seminole Pratt Whitney	140th Ave N	2	9742	10460	10438	10117	10978	11089	2/1/2023	880	883	453	433	1049	492	615
2409	ORANGE BLVD	140th Ave N	Coconut Blvd	2	9306	9472	9690	9033		11562	2/1/2023	880	916	499	427	1015	465	600
2415	ORANGE BLVD	Coconut Blvd	Royal Palm Beach Bl	2	15082	15619	16037	14662		16627	4/5/2023	880	1309	643	686	1541	689	852
3601	PALM BEACH LAKES BL	Okeechobee Blvd	Village Blvd	6D	32242	33704		35839		32804	12/5/2022	2680	2315	1329	1039	2633	1077	1556
3847	PALM BEACH LAKES BL	Congress Ave	Australian Ave	6D	41611	42693		41000		40174	12/5/2022	2680	3286	2005	1310	3237	1477	1815
3811	PALM BEACH LAKES BL	Australian Ave	Tamarind Ave	4D	32142	33408	32677			29207	12/5/2022	1770	2443	1630	815	2113	999	1123

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Palm Beach County
Historic Peak Season Traffic Counts (2017-2022)

STN#	ROAD	FROM	TO	LANES	HISTORICAL DAILY TRAFFIC VOLUMES 2017	2018	2019	2020	2021	2022 DAILY VOL	2022 DAILY DATE	DIR LOS STD	2022 AM PEAK HOUR 2-WAY	NB/EB	SB/WB	2022 PM PEAK HOUR 2-WAY	NB/EB	SB/WB
5603	23RD AVE SW	Congress Ave	I-95	2	15725	15867	15051	15354	12932	14709	12/14/2021	880	1304	712	592	1279	657	648
5305	23RD AVE SW	I-95	Seacrest Blvd	2	14291			14109	12550	14100	2/7/2022	880	1229	630	628	1199	624	586
5811	23RD AVE SW	Seacrest Blvd	US-1	2	9397	9788	9272	9075	9504	8873	2/7/2022	810	716	380	336	723	408	354
5621	23RD AVE SW (GOLF RD)	Military Tr	E Country Rd	2	13570	13777	13033	13412	11667	12947	2/7/2022	1140	1193	695	498	1083	475	612
5617	23RD AVE SW (GOLF RD)	E Country Rd	Congress Ave	2	14534		15290	15522	16962	14645	2/7/2022	1140	1311	730	583	1224	583	663
3607	45TH ST	Haverhill Rd	Military Tr	4D	31750	31264	31033		31667	32267	1/26/2022	1960	2477	1283	1248	2590	1012	1610
3665	45TH ST	Military Tr	Village Blvd	6D		46220	45923		44482	45789	3/29/2022	2680	3256	1899	1389	3682	1667	2073
3843	45TH ST	Congress Ave	Australian Ave	6D	48381	48274	49232		45545	43494	3/29/2022	2680	3655	2228	1477	2935	1272	1774
3845	45TH ST	Greenwood Ave	Broadway (WPB)	3	15021	16145	17253		15337	14995	3/9/2022	810	1104	637	484	1189	604	602
1809	A1A	Jupiter Inlet Colony	US 1	2		7957	7860		7777	8076	2/2/2022	880	660	341	360	642	293	361
1804	A1A	US 1	Indiantown Rd	2	10122	10172	9228		9999	8883	2/7/2022	880	755	425	330	838	444	407
1812	A1A	Indiantown Rd	Ocean Way	2		6789	6222	5930	6876	7269	2/7/2022	1140	620	370	253	683	319	316
6308	A1A	Delray Beach	Highland Beach	2	11650	12229	11388			11057	2/28/2022	880	877	412	465	921	479	447
6800	A1A	Palmetto Park Rd	Camino Real	2		14640	12650		9464	11935	1/18/2022	880	857	483	374	1057	515	565
5403	ATLANTIC AVE	SR 7	Lyons Rd	2		18896	18839	19451	21255	20422	12/7/2021	880	1646	919	753	1647	805	876

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4671	HYPOLUXO RD	Hagen Ranch Rd	Jog Rd	4D	25171	27664	26850		24792	27967	2/14/2022	1960	2617	1318	1304	2443	1251	1229
4629	HYPOLUXO RD	Jog Rd	Haverhill Rd	6D	30302	31702	31846	31572	29752	32822	2/14/2022	2940	2767	1374	1393	2890	1503	1399
4607	HYPOLUXO RD	Military Tr	Lawrence Rd	6D	43585	44143	43902		41629	46672	4/27/2022	2940	3852	2311	1546	3850	1889	1968
1605	INDIAN CREEK BLVD	Central Blvd	Military Tr	4D	12714	13933	13112	13567	12265	12561	1/24/2022	1960	1248	875	373	1145	515	638
1615	INDIAN CREEK BLVD	Toney Penna Dr	Maplewood Dr	4D	18120	17754	18073	18728	18481	20104	1/24/2022	1960	1707	916	863	2052	708	1375
1613	INDIAN CREEK PKWY	Central Blvd	Maplewood Dr	4D	18476	18572	17866	18301	16560	17660	1/24/2022	1960	1692	1054	638	1724	767	968
1409	INDIANTOWN RD	130th Ave N	Alexander Run	4D	15343	15124	15394	14718	15901	14515	1/5/2022	1960	1415	1008	479	1250	545	734
1407	INDIANTOWN RD	Alexander Run	Jupiter Farms Rd	4D	23473	24082	24281	24464	21956	24147	1/5/2022	1960	2232	1557	719	2055	917	1138
1201	INDIANTOWN RD	Florida Turnpike	I-95 Interchange	6D		59724	59305	58344	54937	59879	2/1/2022	2940	5172	3173	2049	4787	2127	2745
1213	INDIANTOWN RD	I-95 Interchange	Island Way	6D	66748	70539	69028	68340	64447	73104	2/1/2022	2940	6259	3168	3097	6122	2613	3487
1617	INDIANTOWN RD	Island Way	Central Blvd	6D	60924		62424	62111	58564	62340	2/1/2022	2680	5150	2723	2427	644	2175	2684
1203	INDIANTOWN RD	Central Blvd	Center St	6D			54352		51717	54315	2/1/2022	2680	4357	2639	1718	4245	2057	2188
1601	INDIANTOWN RD	Center St	Military Tr	6D		46627	44322	45315	42293	44658	2/1/2022	2680	3238	2024	1446	3496	1787	1709
1209	INDIANTOWN RD	Military Tr	SR 811	6D		44479	39913	40398	37312			2680						
1807	INDIANTOWN RD	SR 811	US 1	6D		32381	30304	31014	28197	29447	2/7/2022	2680	2421	1245	1232	2547	1209	1338
1811	INDIANTOWN RD	US 1	SR A1A	5	16012	16884	15978		16388	15215	2/7/2022	1960	1157	583	580	1313	562	743
2215	INVESTMENT LN	Military Tr	Garden Rd	2	11725	10609	11280	11144	10300	11235	3/7/2022	880	796	511	323	1197	467	730
1620	ISLAND WAY	Indiantown Rd	Church St	4D	15190	15983	16573	15993	13224	16664	2/1/2022	1960	1679	714	968	1375	797	634

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4402	SR-7	Lantana Rd	Hypoluxo Rd	6D	35066	35927	35555	36782	34562	34956	11/8/2021	2940	3165	1259	1906	3274	2012	1265
5102	SR-7	Hypoluxo Rd	Boynton Beach Blvd	6D		29795	32246		29188	31930	1/24/2022	4980	2925	1054	1926	3186	1971	1248
5402	SR-7	Boynton Beach Blvd	Lee Rd	4D	27018	26985	26563	27409	24518	26790	1/24/2022	3320	2522	847	1690	2670	1744	943
5400	SR-7	Lee Rd	W Atlantic Ave	4D			26730		27833	27741	12/6/2021	3320	2672	894	1778	2666	1607	1082
5404	SR-7	W Atlantic Ave	Winner's Cir	4D	29091	31366	32143		32476	34793	3/28/2022	1960	3046	1196	1889	3040	1733	1320
6102	SR-7	Winner's Cir	Clint Moore Rd	6D		30168	30850		30607	31713	11/3/2021	2940	2792	1238	1592	2959	1849	1124
6412	SR-7	Clint Moore Rd	Yamato Rd	6D		41392	42104	40789	40081	39376	1/10/2022	2940	3505	1732	1778	3376	1824	1624
6402	SR-7	Yamato Rd	Glades Rd	6D		47964	47209	47495	47805	47355	10/21/2021	2940	3618	1858	1766	4060	2054	2021
6400	SR-7	Glades Rd	Palmetto Park Rd	6D		58316	54847		54884	53263	1/10/2022	2940	4018	2209	1829	4229	2057	2231
6414	SR-7	Palmetto Park Rd	SW 18 St	6D	56100	54810	51603		48716	52332	9/9/2021	2680	3965	2278	1687	4268	1928	2340
6110	SR-7	SW 18 St	Broward County Line	6D	57471	57974	54966		53258	53534	1/12/2022	2680	3938	1968	1970	4165	2138	2027
1808	SR-811	Indiantown Rd	Toney Penna Dr	6D		34067	33150		28487	35915	2/1/2022	2940	2667	1335	1454	3031	1612	1420
1308	SR-811	Toney Penna Dr	Donald Ross Rd	6D	33736	31132	32798	32688	28632	32647	1/11/2022	2940	2529	1243	1420	2691	1219	1499
2830	SR-811	Donald Ross Rd	Hood Rd	6D		35492	35349	34193	32162	34703	4/13/2022	2940	2592	1300	1318	2822	1329	1493
2824	SR-811	PGA Blvd	RCA Blvd	4D		30373	27651	27826	23757	26630	2/23/2022	1770	2169	1314	871	2365	1395	970
2814	SR-811	Lighthouse Dr	Northlake Blvd	4D	22866	22970	22571	22798	19067	20317	4/13/2022	1770	1336	722	650	1725	910	860
3657	SUMMIT BLVD	Jog Rd	Haverhill Rd	4D	13649	14421	14041	13027	12413	13645	2/28/2022	1960	1425	576	853	1242	630	612
3611	SUMMIT BLVD	Haverhill Rd	Military Tr	5	22598	21687	22147	21133	23401	23059	3/2/2022	1960	1498	712	928	1770	1002	1219

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STN#	ROAD	FROM	TO	LANES	HISTORICAL DAILY TRAFFIC VOLUMES 2017	2018	2019	2020	2021	2022 DAILY VOL	DATE	DIR LOS STD	2022 AM PEAK HOUR 2-WAY	NB/EB	SB/WB	2022 PM PEAK HOUR 2-WAY	NB/EB	SB/WB
3613	SUMMIT BLVD	Military Tr	Kirk Rd	5	23982	21873	22825		19042	21363	4/13/2022	1770	1909	1092	842	1892	813	1098
3615	SUMMIT BLVD	Kirk Rd	Davis Rd	5	22955	21181	21684		19243	19724	4/13/2022	1770	1921	1141	780	1707	727	1001
3621	SUMMIT BLVD	Florida Mango Rd	I-95	5	12870	12737	13221	12933	10085	12942	4/13/2022	1960	1788	1058	755	1202	513	729
6401	SW 18TH ST	SR 7	Lyons Rd	4D	16978	17466	18399		18445	18508	1/12/2022	1960	1481	854	627	1606	780	848
6419	SW 18TH ST	Lyons Rd	Boca Rio Rd	4D	23609	22856	23925	24490	22229	23065	3/28/2022	1960	2522	1728	794	2041	778	1269
6213	SW 18TH ST	Boca Rio Rd	Powerline Rd	6D	27445	28004	28657	30333	26043	26745	1/26/2022	2940	2640	1748	892	2485	1072	1420
6613	SW 18TH ST	Powerline Rd	Military Tr	4D	24348	23358	25154	25654	22806	23599	1/26/2022	1960	2146	1335	811	2219	837	1416
1802	US-1	Beach Rd	Indiantown Rd	4D		21992	21472	20196	23048	22773	2/15/2022	1960	1617	765	990	2063	1145	936
1810	US-1	Indiantown Rd	Ocean Way	4D		30623	28750	28574	24747	28640	2/7/2022	1960	2090	1064	1258	2474	1350	1120
1816	US-1	Ocean Way	Marcinski Rd	4D	23058	24125	23774		21425	22990	2/15/2022	1960	1601	841	960	1997	1213	903
1312	US-1	Marcinski Rd	Donald Ross Rd	4D		30661	30225	30232	34387	36127	2/15/2022	1960	2731	1128	1815	3128	1626	1536
2840	US-1	Donald Ross Rd	Universe Blvd	4D	25949	25745	23190		22048	22384	2/15/2022	1960	1637	793	1024	1979	1193	822
2822	US-1	Universe Blvd	PGA Blvd	4D		32808	31745	32848	28280	30956	2/15/2022	1960	2222	1150	1102	2741	1421	1360
2838	US-1	PGA Blvd	Lighthouse Dr	4D		26582	25371	26152	27359	27035	2/15/2022	1960	1986	1110	941	2452	1423	1029
2832	US-1	Lighthouse Dr	Northlake Blvd	6D	27611	30990	33163	31217	27566	29450	3/2/2022	2680	2373	1270	1103	2558	1265	1296
2800	US-1	Northlake Blvd	Park Ave	4D		26716	25146		26338	26896	3/2/2022	1960	1944	921	1025	2327	1204	1123
5812	US-1 (NB)	NE 4th St	Atlantic Ave	2	13987	14357	13902		12728	12413	9/8/2021	810	662	662		1192	1192	
5810	US-1 (SB)	NE 4th St	Atlantic Ave	2	12946	12877	13424		13267	13101	9/8/2021	810	1219		1219	928		928

Do not use 2021 counts in traffic analysis. However, Dec 2021 counts may be used as peak 2022 counts.

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 93 - PALM BEACH

SITE: 0151 - SR 811/ALT A1A-S OF LOXAHATCHEE RIVER BRIDGE (COUNTY LINK: 1800)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	41000 C	N 20500	S 20500	9.00	58.10	4.30
2022	42000 C	N 21500	S 20500	9.00	59.60	7.30
2021	38000 C	N 19000	S 19000	9.00	58.70	7.30
2020	39000 C	N 19500	S 19500	9.00	58.20	7.30
2019	45000 C	N 23500	S 21500	9.00	62.10	4.20
2018	41000 C	N 20500	S 20500	9.00	59.50	4.20
2017	43500 C	N 22000	S 21500	9.00	59.40	4.20
2016	43000 C	N 21500	S 21500	9.00	60.40	5.30
2015	39500 C	N 20000	S 19500	9.00	60.30	5.30
2014	39000 C	N 19500	S 19500	9.00	60.30	5.30
2013	37000 C	N 18500	S 18500	9.00	60.60	4.10
2012	38000 C	N 19000	S 19000	9.00	60.60	4.10
2011	36500 C	N 18000	S 18500	9.00	60.90	3.80
2010	35500 C	N 17500	S 18000	9.73	61.28	3.80
2009	37500 C	N 19000	S 18500	9.88	61.89	3.80
2008	35500 C	N 17500	S 18000	10.36	61.44	3.20

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 93 - PALM BEACH

SITE: 5229 - SR 811/OLD DIXIE HWY-N OF SR 706, JUPITER (COUNTY LINK: 1604)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	33000 C	N 17000	S 16000	9.00	58.10	2.20
2022	32500 C	N 17000	S 15500	9.00	59.60	2.20
2021	31000 C	N 16500	S 14500	9.00	58.70	2.20
2020	34000 F	N 18000	S 16000	9.00	58.20	4.10
2019	34500 C	N 18500	S 16000	9.00	62.10	4.10
2018	39500 C	N 19500	S 20000	9.00	59.50	4.10
2017	35500 C	N 16500	S 19000	9.00	59.40	5.20
2016	36500 C	N 19000	S 17500	9.00	60.40	5.20
2015	36000 C	N 18500	S 17500	9.00	60.30	5.20
2014	30500 C	N 16000	S 14500	9.00	60.30	1.90
2013	32000 C	N 16500	S 15500	9.00	60.60	1.90
2012	30000 C	N 14000	S 16000	9.00	60.60	3.70
2011	29500 C	N 14000	S 15500	9.00	60.90	3.40
2010	29000 C	N 14000	S 15000	9.73	61.28	3.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 93 - PALM BEACH

SITE: 0090 - SR 5/US 1 - S OF COUNTY LINE RD, TEQUESTA

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	26500 C	N 13000	S 13500	9.00	58.10	5.10
2022	26000 C	N 13000	S 13000	9.00	59.60	5.10
2021	25000 C	N 12500	S 12500	9.00	58.70	9.60
2020	30000 F	N 14000	S 16000	9.00	58.20	9.60
2019	30000 C	N 14000	S 16000	9.00	62.10	9.60
2018	29000 F	N 14500	S 14500	9.00	59.50	3.60
2017	27000 C	N 13500	S 13500	9.00	59.40	3.60
2016	28000 C	N 14500	S 13500	9.00	60.40	3.60
2015	23500 C	N 11500	S 12000	9.00	55.60	4.00
2014	23000 C	N 11500	S 11500	9.00	55.40	4.00
2013	23000 C	N 11500	S 11500	9.00	58.50	4.00
2012	23000 F	N 11500	S 11500	9.00	59.30	20.50
2011	23000 C	N 11500	S 11500	9.00	58.80	20.50
2010	27500 C	N 12500	S 15000	10.86	60.20	20.50
2009	23000 C	N 11500	S 11500	11.11	60.16	5.90
2008	22000 C	N 10500	S 11500	10.95	57.63	5.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

APPENDIX C

TEST 1 PART 1: INTERSECTION ANALYSIS

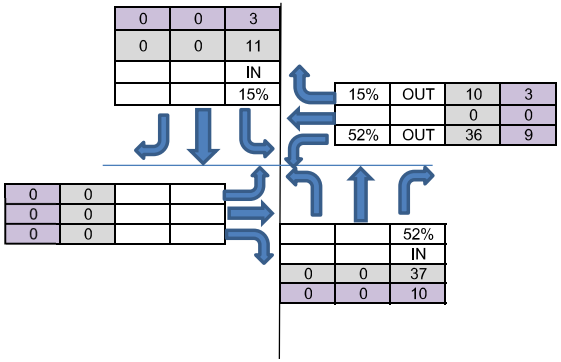
CMA INTERSECTION ANALYSIS
INLET VILLAGE MARKET
A1A AND US 1

TRIPS	IN	OUT
AM	72	70
PM	20	18

INPUT DATA

Comments:

Growth Rate = 1.00% Peak Season = 1.00 Current Year = 2018 Buildout Year = 2029



AM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume (2018)	44	641	108	220	544	9	15	14	34	112	12	198	
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0	
Background Traffic Growth	5	74	12	25	63	1	2	2	4	13	1	23	226
1.0% Background Growth	5	74	12	25	63	1	2	2	4	13	1	23	33,596
Major Projects Traffic[1]	0	22	0	0	42	0	0	16	0	0	10	0	
1% BGR + Major Projects	5	96	12	25	105	1	2	18	4	13	11	23	
Project Traffic	0	0	37	11	0	0	0	0	0	36	0	10	
Total	**49**	**737**	**157**	**256**	**649**	**10**	**17**	**32**	**38**	**161**	**23**	**231**	
Approach Total		**944**			**915**			**86**			**415**		

CRITICAL VOLUME ANALYSIS

No. of Lanes	1	2	1	1	2	1	>	1	1	1	1	1
Per Lane Volume	49	369	157	256	324	10	48		38	161	23	231
Right on Red			60			60			60			60
Overlaps Left			161			0			49			256
Adj. Per Lane Volume	49	369	0	256	324	0	48		0	161	23	0
Through/Right Volume		369			324			48			23	
Opposing Left Turns		256			49			161			48	
Critical Volume for Approach		625			374			209			72	
Critical Volume for Direction		625						209				
Intersection Critical Volume	**834**											
STATUS?	**UNDER**											

PM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume (2018)	46	1058	184	225	697	21	13	11	41	131	9	224	
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0	
Background Traffic Growth	5	122	21	26	81	2	2	1	5	15	1	26	308
1.0% Background Growth	5	122	21	26	81	2	2	1	5	15	1	26	17,539
Major Projects Traffic[1]	0	65	0	0	48	0	0	29	0	0	35	0	
1% BGR + Major Projects	5	187	21	26	129	2	2	30	5	15	36	26	
Project Traffic	0	0	10	3	0	0	0	0	0	9	0	3	
Total	**51**	**1245**	**215**	**254**	**826**	**23**	**15**	**41**	**46**	**155**	**45**	**253**	
Approach Total		**1,512**			**1,103**			**102**			**453**		

Critical Volume Analysis

No. of Lanes	1	2	1	1	2	1	>	1	1	1	1	1
Per Lane Volume	51	623	215	254	413	23	56		46	155	45	253
Right on Red			60			60			60			60
Overlaps Left			155			0			51			254
Adj. Per Lane Volume	51	623	0	254	413	0	56		0	155	45	0
Through/Right Volume		623			413			56			45	
Opposing Left Turns		254			51			155			56	
Critical Volume for Approach		877			464			211			101	
Critical Volume for Direction		877						211				
Intersection Critical Volume	**1,088**											
STATUS?	**UNDER**											

Notes:

1. Major Projects Traffic based on the TPS link reports for US 1 between A1A and Indiantown Road (Station 1802) and for A1A between US 1 and Indiantown Road (Station 1804), as a TPS intersection report was not available.

SIGNAL#	Location EW	Location NS	DATE	PEAK HR	COUNT_TYPE	NBL	NBU	NBT	NBR	SBL	SBU	SBT	SBR	EBL	EBU	EBT	EBR	WBL	WBU	WBT	WBR	TOTAL
52898	NW/NE 1st St	N Swinton Ave	12-Apr-16	16:45	PM	8	0	454	107	26	0	336	8	7	0	27	13	189	0	56	49	1280
40399	Ocean Av (Lantana)	N Atlantic Dr	22-Aug-16	7:15	AM	39	0	0	16	6	0	2	13	30	0	416	46	7	1	196	3	775
40399	Ocean Av (Lantana)	N Atlantic Dr	22-Aug-16	13:00	MD	46	0	2	28	2	0	0	18	28	0	449	47	17	0	314	0	951
40399	Ocean Av (Lantana)	N Atlantic Dr	22-Aug-16	17:00	PM	49	0	1	18	7	0	0	10	32	0	306	51	28	0	355	4	861
40400	Ocean Ave	A1A (Lantana)	28-Nov-23	8:00	AM	57	0	88	2	1	0	138	159	290	0	43	152	2	0	33	1	966
40400	Ocean Ave	A1A (Lantana)	28-Nov-23	11:45	MD	122	0	116	10	5	0	141	232	249	0	20	103	0	0	22	2	1022
40400	Ocean Ave	A1A (Lantana)	28-Nov-23	16:00	PM	161	0	168	4	2	1	186	272	241	0	26	69	5	0	28	1	1164
46375	Ocean Ave	A1A (Ocean Ridge)	11-Apr-18	11:00	MD	60	0	190	0	0	0	177	157	169	0	0	73	0	0	0	0	826
46375	Ocean Ave	A1A (Ocean Ridge)	11-Apr-18	13:30	MD	90	0	250	0	0	0	233	207	160	0	0	100	0	0	0	0	1040
40350	Ocean Ave	Broadway (Lantana)	27-Oct-16	7:45	AM	46	0	215	25	26	0	192	12	20	0	25	43	14	0	23	25	666
40350	Ocean Ave	Broadway (Lantana)	27-Oct-16	12:15	MD	3	0	155	31	50	0	133	4	4	0	17	14	40	0	22	59	532
40350	Ocean Ave	Broadway (Lantana)	27-Oct-16	15:15	PM	13	0	212	37	48	0	242	6	2	0	20	22	28	0	31	52	713
40375	Ocean Ave	US-1/Dixie Hwy	25-Oct-22	7:45	AM	18	0	436	182	288	0	587	24	25	0	76	8	132	0	29	113	1918
40375	Ocean Ave	US-1/Dixie Hwy	25-Oct-22	12:00	MD	20	0	384	126	269	0	420	31	31	0	75	25	181	0	82	240	1884
40375	Ocean Ave	US-1/Dixie Hwy	25-Oct-22	16:30	PM	17	0	789	134	175	0	696	45	25	0	59	15	294	0	92	307	2648
46350	Ocean Ave (BB)	US-1	23-Oct-23	8:00	AM	17	13	315	39	307	10	671	4	12	0	34	24	47	0	18	117	1628
46350	Ocean Ave (BB)	US-1	23-Oct-23	12:00	MD	22	14	439	71	235	3	466	26	16	0	30	26	101	5	40	181	1675
46350	Ocean Ave (BB)	US-1	23-Oct-23	16:45	PM	32	3	984	83	209	8	511	24	23	0	29	16	82	0	42	302	2348
3600	Harbor	US-1	12-Mar-18	13:00	MD	43	1	641	108	219	1	544	9	15	0	14	34	112	0	12	198	1951
3600	Harbor	US-1	12-Mar-18	16:45	PM	46	0	1058	184	224	1	697	21	13	0	11	41	131	0	9	224	2660
46300	Middle	Congress Ave	13-Dec-21	8:00	AM	44	2	958	41	91	29	1228	124	61	0	1	21	44	0	5	79	2728
46300	Middle	Congress Ave	13-Dec-21	14:00	MD	4	2	1386	55	159	78	1153	18	5	0	0	2	55	0	2	138	3057
46300	Middle	Congress Ave	13-Dec-21	16:15	PM	22	3	1600	55	124	72	1366	57	129	0	42	62	61	0	3	116	3712
5200	Ocean Way	US-1	02-Nov-15	8:00	AM	0	0	575	27	62	5	801	0	0	0	0	0	55	0	0	80	1605
5200	Ocean Way	US-1	02-Nov-15	16:45	PM	0	0	1123	48	85	7	911	0	0	0	0	0	38	0	0	75	2287
27668	Okeechobee Bl	162nd Dr N	07-Feb-06	7:15	AM	113	0	27	199	88	0	79	8	1	0	455	156	141	0	210	7	1484
27668	Okeechobee Bl	162nd Dr N	07-Feb-06	14:00	MD	91	0	15	94	29	0	12	4	7	0	345	44	35	0	382	24	1082
27668	Okeechobee Bl	162nd Dr N	07-Feb-06	17:00	PM	25	0	9	25	26	0	1	3	8	1	344	26	38	0	642	60	1208
27958	Okeechobee Bl	Alabama Ave	14-Apr-10	8:00	AM	21	0	174	0	0	0	0	37	0	0	0	0	0	0	635	39	906
27958	Okeechobee Bl	Alabama Ave	14-Apr-10	12:00	MD	29	0	107	0	0	0	0	116	0	0	0	0	0	0	1265	35	1552
27958	Okeechobee Bl	Alabama Ave	14-Apr-10	16:45	PM	17	0	133	0	0	0	0	237	0	0	0	0	0	0	1577	27	1991
27727	Okeechobee Bl	Andros Isle/Berean School	06-Dec-22	7:15	AM	117	0	5	121	207	0	21	49	32	1	3057	336	96	79	1522	72	5715
27727	Okeechobee Bl	Andros Isle/Berean School	06-Dec-22	12:00	MD	17	0	0	9	78	0	2	34	32	1	1473	11	6	31	1575	62	3331
27727	Okeechobee Bl	Andros Isle/Berean School	06-Dec-22	17:00	PM	124	0	8	63	85	1	4	46	51	3	1809	74	58	71	3335	144	5876
27728	Okeechobee Bl	Benoist Farms Rd/WPB FS # 7	14-Dec-22	7:15	AM	104	0	80	234	236	0	52	12	42	51	4633	82	164	2	1653	152	7497
27728	Okeechobee Bl	Benoist Farms Rd/WPB FS # 7	14-Dec-22	11:45	MD	46	0	0	130	21	0	6	1	0	18	1987	37	125	4	1509	14	3898
27728	Okeechobee Bl	Benoist Farms Rd/WPB FS # 7	14-Dec-22	17:00	PM	112	0	1	196	67	0	26	8	5	33	2771	69	234	4	3964	52	7542

06/07/24
Revised 07/23/24

CMA INTERSECTION ANALYSIS
INLET VILLAGE MARKET
A1A AND INDIANTOWN ROAD

TRIPS	IN	OUT
AM	72	70
PM	20	18

INPUT DATA

Comments:

Area Wide Growth Rate = 1.00% Peak Season = 1.00 Current Year = 2018 Buildout Year = 2029

AM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume (2018)	165	87	10	13	114	197	210	19	184	6	15	5	
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0	
Background Traffic Growth	19	10	1	2	13	23	24	2	21	1	2	1	119
1% Background Growth	19	10	1	2	13	23	24	2	21	1	2	1	20,626
Major Projects Traffic	6	1	0	0	0	15	7	0	1	0	0	0	
1% BGR + Major Projects	25	11	1	2	13	38	31	2	22	1	2	1	
Project Traffic	0	4	0	0	3	18	19	0	0	0	0	0	
Total	**190**	**102**	**11**	**15**	**130**	**253**	**260**	**21**	**206**	**7**	**17**	**6**	
Approach Total		**303**			**397**			**488**			**29**		

CRITICAL VOLUME ANALYSIS

No. of Lanes	1	1	<	1	1	1	>	1	1	>	1	<
Per Lane Volume	190	113		15	130	253	281		206	29		
Right on Red			0			60			60			0
Overlaps Left			0			0			190			0
Adj. Per Lane Volume	190	113		15	130	193	281		0	29		
Through/Right Volume		113			193			281			29	
Opposing Left Turns		15			190			7			260	
Critical Volume for Approach		128			383			288			289	
Critical Volume for Direction		383						289				
Intersection Critical Volume	**672**											
STATUS?	**UNDER**											

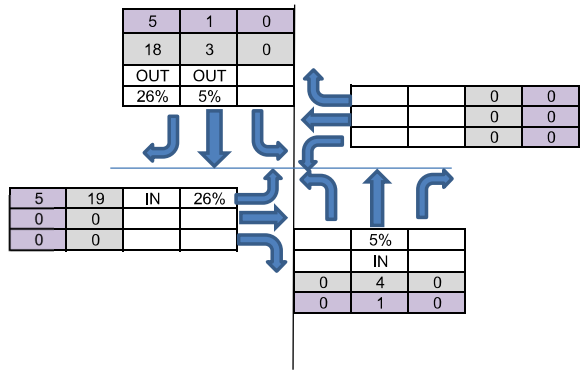
PM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume (2018)	149	146	8	6	103	245	252	22	200	7	36	11	
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0	
Background Traffic Growth	17	17	1	1	12	28	29	3	23	1	4	1	137
1.0% Background Growth	17	17	1	1	12	28	29	3	23	1	4	1	10,608
Major Projects Traffic	6	5	0	0	3	27	40	0	11	0	0	0	
1% BGR + Major Projects	23	22	1	1	15	55	69	3	34	1	4	1	
Project Traffic	0	1	0	0	1	5	5	0	0	0	0	0	
Total	**172**	**169**	**9**	**7**	**119**	**305**	**326**	**25**	**234**	**8**	**40**	**12**	
Approach Total		**350**			**431**			**585**			**60**		

Critical Volume Analysis

No. of Lanes	1	1	<	1	1	1	>	1	1	>	1	<
Per Lane Volume	172	178		7	119	305	351		234	60		
Right on Red			0			60			60			0
Overlaps Left			0			0			172			0
Adj. Per Lane Volume	172	178		7	119	245	351		2	60		
Through/Right Volume		178			245			351			60	
Opposing Left Turns		7			172			8			326	
Critical Volume for Approach		185			418			359			386	
Critical Volume for Direction		418						386				
Intersection Critical Volume	**804**											
STATUS?	**UNDER**											



SIGNAL#	Location EW	Location NS	DATE	PEAK HR	COUNT_TYPE	NBL	NBU	NBT	NBR	SBL	SBU	SBT	SBR	EBL	EBU	EBT	EBR	WBL	WBU	WBT	WBR	TOTAL
41647	Hypoluxo Rd	Winston Trails S	23-May-22	7:15	AM	0	0	0	0	114	0	0	222	85	1	1096	0	0	0	1134	13	2665
41647	Hypoluxo Rd	Winston Trails S	23-May-22	12:15	MD	0	0	0	0	55	0	0	64	37	3	802	0	0	0	755	37	1753
41647	Hypoluxo Rd	Winston Trails S	23-May-22	17:00	PM	0	0	0	0	62	0	0	84	93	0	1237	0	0	0	1219	79	2774
5300	Indian Creek Dr E/W	Central Bl	29-Oct-19	7:30	AM	13	0	479	5	20	1	422	22	80	0	1	15	21	0	2	60	1141
5300	Indian Creek Dr E/W	Central Bl	29-Oct-19	17:00	PM	27	0	719	28	44	0	522	88	76	0	0	26	5	0	0	22	1557
5408	Indian Creek Pkwy	Greenway Dr	29-Oct-19	7:30	AM	282	0	0	130	0	0	0	0	0	0	795	249	53	0	543	0	2052
5408	Indian Creek Pkwy	Greenway Dr	29-Oct-19	17:00	PM	289	0	0	88	0	0	0	0	0	2	641	338	114	0	983	0	2455
5405	Indian Creek Pkwy	Maplewood Dr	03-May-22	7:30	AM	0	0	0	0	427	0	0	118	207	12	771	1	0	0	523	431	2490
5405	Indian Creek Pkwy	Maplewood Dr	03-May-22	12:00	MD	0	0	0	0	174	0	0	90	63	1	464	0	0	0	509	209	1510
5405	Indian Creek Pkwy	Maplewood Dr	03-May-22	17:00	PM	0	0	0	0	339	0	0	109	78	4	646	0	0	1	1105	319	2601
5450	Indian Creek Pkwy	Military Tr	28-Nov-22	7:30	AM	184	0	1000	65	41	19	812	98	251	8	49	254	142	0	64	20	3007
5450	Indian Creek Pkwy	Military Tr	28-Nov-22	12:00	MD	115	3	768	107	70	29	764	154	175	2	47	94	104	0	70	17	2519
5450	Indian Creek Pkwy	Military Tr	28-Nov-22	16:30	PM	226	0	891	168	87	12	1181	270	224	1	49	331	112	0	126	28	3706
5403	Pkwy/Central Bl	Egret Landing Bl	29-Oct-19	7:15	AM	79	0	0	293	0	0	0	0	0	1	599	23	95	13	499	0	1602
5403	Pkwy/Central Bl	Egret Landing Bl	29-Oct-19	17:00	PM	80	0	0	142	0	0	0	0	0	1	572	92	242	6	759	0	1894
48175	Market	Military Tr	19-May-22	7:30	AM	18	0	810	33	13	4	2057	7	38	0	1	58	29	0	1	25	3094
48175	Market	Military Tr	19-May-22	11:00	MD	10	3	821	76	46	2	885	8	13	0	1	18	57	0	6	45	1991
48175	Market	Military Tr	19-May-22	16:45	PM	36	2	1492	78	29	2	1141	19	25	0	6	22	63	0	6	39	2960
4810	Indiantown Rd	A1A	27-Feb-18	9:00	AM	165	0	87	10	13	0	114	197	210	0	19	184	6	0	15	5	1025
4810	Indiantown Rd	A1A	27-Feb-18	16:45	PM	149	0	146	8	6	0	103	245	252	0	22	200	6	1	36	11	1185
4235	Indiantown Rd	Alexander Run Rd/Mack Dairy Rd	14-Feb-19	17:00	PM	5	0	1	115	103	0	1	7	6	4	584	15	208	0	776	63	1888
4750	Indiantown Rd	Alt A1A/SR 811	16-Feb-22	7:45	AM	215	1	702	427	288	0	1015	170	492	2	912	245	156	2	409	94	5130
4750	Indiantown Rd	Alt A1A/SR 811	16-Feb-22	12:00	MD	271	8	748	409	269	2	703	174	539	2	1078	169	272	19	822	126	5611
4750	Indiantown Rd	Alt A1A/SR 811	16-Feb-22	16:30	PM	307	11	1164	382	229	2	839	225	529	0	902	149	381	8	892	167	6187
4200	Indiantown Rd	Beeline Hwy	10-Feb-22	7:15	AM	0	0	182	1	118	0	379	0	0	0	0	0	0	0	0	70	750
4200	Indiantown Rd	Beeline Hwy	10-Feb-22	16:00	PM	0	0	378	11	73	0	249	0	0	0	0	0	0	0	0	109	820
4664	Indiantown Rd	Center St	22-Feb-22	7:30	AM	23	0	30	39	273	0	25	511	390	21	1953	17	58	5	1243	150	4738
4664	Indiantown Rd	Center St	22-Feb-22	12:00	MD	94	0	55	98	210	0	63	460	343	0	1334	35	171	17	1577	211	4668
4664	Indiantown Rd	Center St	22-Feb-22	16:45	PM	75	0	49	62	154	9	56	539	451	11	1415	25	124	8	1736	234	4948
4660	Indiantown Rd	Central Bl	31-Mar-22	7:30	AM	544	2	169	258	383	7	270	332	171	1	2070	666	236	1	1355	141	6606
4660	Indiantown Rd	Central Bl	31-Mar-22	12:00	MD	466	17	151	271	361	8	209	174	165	15	1328	381	170	16	1262	175	5169
4660	Indiantown Rd	Central Bl	31-Mar-22	16:45	PM	821	4	310	283	289	10	226	190	294	13	1617	508	148	14	1581	197	6505
4661	Indiantown Rd	Chasewood Plaza/Palm Rd	31-Aug-23	7:30	AM	91	0	10	33	23	0	3	27	23	5	2359	144	48	7	2131	14	4918
4661	Indiantown Rd	Chasewood Plaza/Palm Rd	31-Aug-23	12:00	MD	179	0	8	63	23	0	18	23	18	2	1484	179	227	15	2229	23	4491
4661	Indiantown Rd	Chasewood Plaza/Palm Rd	31-Aug-23	16:45	PM	183	0	13	46	31	0	9	35	33	8	1607	191	242	24	3878	32	6332
4670	Indiantown Rd	Delaware Bl	18-May-22	7:30	AM	146	0	0	74	40	0	0	59	30	4	1902	172	63	7	1205	34	3736
4670	Indiantown Rd	Delaware Bl	18-May-22	14:15	MD	104	0	3	33	28	0	6	32	28	8	1409	82	76	32	1596	64	3501

APPENDIX D

TEST 2 ANALYSIS: LINK ANALYSIS

TABLE 9

TEST 2 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 72
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 70

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	AM PEAK HOUR DIRECTIONAL PROJECT TRIPS	EXISTING LANES	CLASS	LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
N/A	TEQUESTA DRIVE	COUNTRY CLUB DRIVE	OLD DIXIE HIGHWAY	2%	1	2	I	880	0.16%	NO
N/A	TEQUESTA DRIVE	OLD DIXIE HIGHWAY	US-1	1%	1	2	II	860	0.08%	NO
1803	CENTER STREET	LOXAHATCHEE RIVER ROAD	ALTERNATE A1A	2%	1	2	I	880	0.16%	NO
1209	INDIANTOWN ROAD	MILITARY TRAIL	SR 811	40%	29	6D	II	2830	1.02%	NO
1807	INDIANTOWN ROAD	SR 811	US 1	63%	45	6D	II	2830	1.60%	NO
1811	INDIANTOWN ROAD	US 1	SR A1A	26%	19	4	II	1780	1.05%	NO
1814	OLD DIXIE HIGHWAY	COUNTY LINE ROAD	TEQUESTA DRIVE	3%	2	2	I	880	0.25%	NO
1806	OLD DIXIE HIGHWAY	TEQUESTA DRIVE	SR 811	5%	4	5	II	1870	0.19%	NO
1800	SR 811	US 1	CENTER STREET	2%	1	6D	II	2830	0.05%	NO
1604	SR 811	CENTER STREET	INDIANTOWN ROAD	5%	4	6D	I	2940	0.12%	NO
1808	SR 811	INDIANTOWN ROAD	TONEY PENNA DRIVE	18%	13	6D	I	2940	0.44%	NO
1304	US 1	COUNTY LINE ROAD	BEACH ROAD	6%	4	4D	I	1960	0.22%	NO
1802	US 1	BEACH ROAD	A1A	15%	11	4D	II	1870	0.58%	NO
1802	US 1	A1A	INDIANTOWN ROAD	52%	37	4D	II	1870	2.00%	NO
1810	US 1	INDIANTOWN ROAD	OCEAN WAY	15%	11	4D	I	1960	0.55%	NO
1306	A1A/BEACH ROAD	MARTIN COUNTY LINE	JUPITER INLET COLONY	2%	1	2	I	880	0.16%	NO
1809	A1A/BEACH ROAD	JUPITER INLET COLONY	US 1	2%	1	2	I	880	0.16%	NO
1804	**A1A**	**US 1**	**SITE**	**67%**	**48**	**2**	**I**	**880**	**5.48%**	**YES**
1804	A1A	SITE	INDIANTOWN ROAD	33%	24	2	I	880	2.70%	NO
1812	A1A	INDIANTOWN ROAD	OCEAN WAY	5%	4	2	I	880	0.41%	NO

TABLE 10
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 20
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 18

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	PM PEAK HOUR DIRECTIONAL PROJECT TRIPS	EXISTING LANES	CLASS	LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
N/A	TEQUESTA DRIVE	COUNTRY CLUB DRIVE	OLD DIXIE HIGHWAY	2%	0	2	I	880	0.05%	NO
N/A	TEQUESTA DRIVE	OLD DIXIE HIGHWAY	US-1	1%	0	2	II	860	0.02%	NO
1803	CENTER STREET	LOXAHATCHEE RIVER ROAD	ALTERNATE A1A	2%	0	2	I	880	0.05%	NO
1209	INDIANTOWN ROAD	MILITARY TRAIL	SR 811	40%	8	6D	II	2830	0.28%	NO
1807	INDIANTOWN ROAD	SR 811	US 1	63%	13	6D	II	2830	0.45%	NO
1811	INDIANTOWN ROAD	US 1	SR A1A	26%	5	4	II	1780	0.29%	NO
1814	OLD DIXIE HIGHWAY	COUNTY LINE ROAD	TEQUESTA DRIVE	3%	1	2	I	880	0.07%	NO
1806	OLD DIXIE HIGHWAY	TEQUESTA DRIVE	SR 811	5%	1	5	II	1870	0.05%	NO
1800	SR 811	US 1	CENTER STREET	2%	0	6D	II	2830	0.01%	NO
1604	SR 811	CENTER STREET	INDIANTOWN ROAD	5%	1	6D	I	2940	0.03%	NO
1808	SR 811	INDIANTOWN ROAD	TONEY PENNA DRIVE	18%	4	6D	I	2940	0.12%	NO
1304	US 1	COUNTY LINE ROAD	BEACH ROAD	6%	1	4D	I	1960	0.06%	NO
1802	US 1	BEACH ROAD	A1A	15%	3	4D	II	1870	0.16%	NO
1802	US 1	A1A	INDIANTOWN ROAD	52%	10	4D	II	1870	0.56%	NO
1810	US 1	INDIANTOWN ROAD	OCEAN WAY	15%	3	4D	I	1960	0.15%	NO
1306	A1A/BEACH ROAD	MARTIN COUNTY LINE	JUPITER INLET COLONY	2%	0	2	I	880	0.05%	NO
1809	A1A/BEACH ROAD	JUPITER INLET COLONY	US 1	2%	0	2	I	880	0.05%	NO
1804	A1A	US 1	SITE	67%	13	2	I	880	1.52%	NO
1804	A1A	SITE	INDIANTOWN ROAD	33%	7	2	I	880	0.75%	NO
1812	A1A	INDIANTOWN ROAD	OCEAN WAY	5%	1	2	I	880	0.11%	NO

Notes:
The proposed coffee/donut shop will not be open during the PM peak hour. PM peak hour calculations are provided only for informational purposes.

TABLE 11
AM PEAK HOUR - TEST 1

2029 BUILD OUT
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
AREA WIDE GROWTH RATE = 1.00%
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 72
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 70

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	AM PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	AM PEAK HOUR PROJECT TRIPS	LINK GROWTH	MAJOR PROJECT	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2029 TRAFFIC WITHOUT PROJECT	2029 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS E	2029 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
A1A[1]	US 1	SITE	NB	2022	173	67%	47	12	16	12	28	201	248	2	I	880	YES	YES
			SB	2022	223	67%	48	16	10	16	26	249	297	2	I	880	YES	YES

DAILY TRAFFIC ANALYSIS

DAILY TRAFFIC = 455

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	DAILY TRAFFIC	PROJECT DISTRIBUTION	DAILY PROJECT TRIPS	LINK GROWTH	MAJOR PROJECT[2]	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2029 TRAFFIC WITHOUT PROJECT	2029 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS C[3]	2029 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
A1A[1]	US 1	SITE	NB + SB	2022	10633	67%	305	767	125	767	892	11525	11830	2	I	12400	YES	YES

Notes:
1. Weekend traffic volumes on A1A north of Love Street obtained from the Town of Jupiter were used for A1A between US 1 and Indiantown Road.
2. Major Project traffic determined by dividing AM peak hour committed project traffic by K Factor (0.209).
3. A1A from US 1 to Jupiter Beach Road is a Town Road and utilizes a LOS C standard for the daily volumes.