



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JANUARY 21, 2025
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

ROLL CALL:

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

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

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

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

1. January 7, 2025 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

2. **Ordinance 31-24, Second Reading, Ritz Carlton** - *Quasi Judicial* - Amendment to an approved 284± acre Planned Unit Development (PUD) on Lot 30 of Pod B, located at 502 Bald Eagle Drive.

PUBLIC BUSINESS

3. **Resolution 3-25**, Approving an Interlocal Agreement between the Town of Jupiter and the Treasure Coast Regional Planning Council (TCRPC) for planning services regarding the Center Street widening.
4. **Resolution 4-25**, Approving a contract with E&F Florida Enterprises Inc. D/B/A Creative Contracting Group to construct the Historic Aicher House deck and ramp.
5. **Resolution 6-25**, Authorizing Supplemental Agreement No. 1 to EPW 2024-23 for the Guaranteed Maximum Price for the Roadway at Cinquez Park and the Retaining Wall at Piatt Place in an amount of \$2,312,969
6. **Resolution 7-25**, Approving a contract to H.C. Warner, Inc. for supplying cartridge filters to the Reverse Osmosis and Nanofiltration membrane treatment plants (W2508) for \$13.12 per filter.
7. **Resolution 25-25**, Approving an Interlocal Agreement with the Treasure Coast Regional Planning Council for planning services for the Town of Jupiter's Parks and Recreation Master Plan.
8. **Resolution 27-25**, Approving a partnership agreement with the Palm Beach North Chamber of Commerce to co-host and sponsor a Jupiter music festival in Fall, 2025 called "Jupiter HarborFest" in an amount of \$60,000.
9. Approving the purchase order to Kimley-Horn and Associates for construction phase engineering services for Floridan Aquifer System Wellhead Improvements and Repairs in the amount of \$324,100.
10. Approving the Land License Agreements for Town-owned property on Cypress Drive (S2342).
11. Approving the purchase of a Tactical Rescue Vehicle in the amount of \$599,247.
12. Approving an increase for the purchase order value for Professional Owner Representative Project Management Services for multiple Town playground

restoration projects to Colliers Project Leaders USA NE, LLC to an amount not to exceed \$322,274.87.

13. Approving an increase to purchase order 20251187 for Crosswalk Installation Construction Services at Main Street in an amount not to exceed \$57,399.10.

PRESENTATION

14. Annual Presentation on Traffic Data, Mitigation Strategies, and Projects.

ROUNDTABLE

15. 2025-2027 Proposed Strategic Plan

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

February 4, 2025, 7pm - Town Council Chambers
February 18, 2025, 7pm - Town Council Chambers

NOTICE

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

www.jupiter.fl.us/Live

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

= no materials attached *revisions may occur*

www.jupiter.fl.us

Section 2-64; Decorum, disturbing meeting

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

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



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JANUARY 7, 2025**

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 Cameron May; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill. Councilor Andy Fore was absent.

PROCLAMATION

1. Recognizing 2025 as the Town of Jupiter's Centennial Celebration.

Mayor Kuretski presented the proclamation to Mr. Frank Kitzerow, Town Manager.

2. Recognizing Mike and Sue Cesarano for their work organizing the JTAA Holiday Parade.

Mayor Kuretski presented the proclamation to Mr. Michael Cesarano and Mrs. Susan Cesarano.

Mr. Cesarano thanked the Town and his family for their support. He mentioned it was honor and never imagined he would've organized the JTAA Holiday Parade for 39 years.

PRESENTATION

3. Centennial Celebration Update.

Mr. Shawn Reed, Director of Community Relations, presented the kickoff video for the Town's Centennial celebration. He then gave a brief presentation which included a summary of upcoming events; business involvement; Town website; Centennial Celebration Grant Program; Centennial Commemorative Poster; and the Jupiter Jubilee invitation.

Mayor Kuretski thanked Staff for all their work on the Centennial Celebration and for the effort made by the Art Committee to get artwork submitted for the poster.

CITIZEN COMMENTS

Ms. Lili Wolfson, resident of Jupiter Cove Drive, discussed derelict vessels and her concern for safety at East Riverside Drive and Alternate A1A.

CITIZEN COMMENTS

Ms. Adrienne Pugh, resident of Gallberry Drive, spoke regarding the increase in crime from teens and young adults in the Limestone Creek area. She asked Council for their assistance implementing community safety measures.

MINUTES

4. December 17, 2024 Town Council Meeting Minutes.

Councilor May moved to approve December 17, 2024 Town Council Meeting Minutes; seconded by Councilor Delaney; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

May
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.

Vice-Mayor Sundstrom moved to approve the Consent Agenda; seconded by Councilor May; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

May
Yes

PUBLIC BUSINESS

- 5.** Approving the agreement for Vote Processing equipment use and Election services with the Palm Beach County Supervisor of Elections for the March 11, 2025 Municipal Election.

REGULAR AGENDA

PUBLIC BUSINESS

- 6.** Municipal Complex Memorial Design.

Mr. Roger Held, Senior Director of Construction Services, presented a strategic priority item which included a design plan and memorial to honor former Mayor Mary Hinton. He presented two choices which included option A, a semi-circle design within the new Town Green and option B, a precast panel on the outside wall of the Council Chambers.

Councilor Delaney said he liked both and asked if option A had room for additional plaques.

Mr. Held said both options could be expanded for other dignitaries.

REGULAR AGENDA

PUBLIC BUSINESS

6. Municipal Complex Memorial Design.

Councilor Delaney said he liked both options but would like to know what option Mayor Hinton's family would prefer.

Mr. Held said he reached out to the family to let them know the Town was proceeding with the memorial but had not received direction from them.

Councilor Delaney said he preferred option A but would defer to whatever the family would like.

Vice-Mayor Sundstrom agreed and said she liked both but would defer to the family.

Councilor May said he preferred option A but would like to get the family's input.

Mr. Held said he would contact the family.

Mayor Kuretski said the consensus of Council was they liked both but would like to let the family decide.

REPORTS

TOWN ATTORNEY

- Political Committee Litigation – Mr. Baird stated that as the prevailing party in the litigation brought by the Political Committee, the Court entered an order awarding the Town more than \$2,600 in costs.
- Sam Shannon, Former Town Director of Community Development – Mr. Baird mentioned the passing of Mr. Sam Shannon. He added he was hired by Mr. Shannon after graduate school, and it was a pleasure to work for him. He highlighted his career with the Town and Palm Beach County. He stated Mr. Shannon was a wonderful individual and was essentially the father of the Community Redevelopment Agency. Lastly, he mentioned his contributions were significant and he gave a lot to the Town.

TOWN MANAGER

- Sam Shannon, Former Town Director of Community Development – Mr. Kitzerow echoed Mr. Baird's statements and added he was a remarkable person.
- 100 Year Anniversary Team – Mr. Kitzerow thanked Shawn Reed and the 100 Year Anniversary Team for their hard work. He remarked it was going to be an exciting year. He added the Committee was working to make sure the retirees, general employees, and Police retirees were included in this year's celebrations.
- 100 Year Anniversary Badges - Mr. Kitzerow stated the Jupiter Police and Jupiter Fire Rescue were going to start wearing the 100 Year Anniversary Badges.

REPORTS

TOWN MANAGER

- US Highway One Bridge - Mr. Kitzerow recognized and thanked the Florida Department of Transportation (FDOT) for their hard work on the US One bridge. He stated one lane each way opened last week.
- Years of Service - Mr. Kitzerow recognized Michele Tauber from the Police department, for her exceptional commitment and 20 years of service.
- Mike Hoffmann, Senior Director of Community Services – Mr. Kitzerow introduced Mr. Hoffmann who recently started his position with the Town. He stated he would be spearheading the playground initiatives and leading the Parks and Recreation Master Plan team.
- Citizen Comment regarding Limestone Creek Safety – Mr. Kitzerow mentioned the comment regarding safety around the Limestone Creek area and stated the Town Police would be coordinating efforts with Palm Beach County Sherriff's office.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR MAY

- Happy New Year – Councilor May hoped everyone had a happy New Year and was looking forward to the 100th year of uniquely Jupiter.

VICE-MAYOR SUNDSTROM

- Town Projects and Events – Vice-Mayor Sundstrom mentioned the current projects and events including: the US One Bridge, Town Centennial, Roger Dean renovations, Jupiter Fire Rescue, new Parks and Recreation Master Plan and transformation, and updates to the Municipal campus. She thanked Staff and volunteers who assisted with those projects and events.

COUNCILOR DELANEY

- US One Bridge – Councilor Delaney mentioned he drove and walked over the bridge. He stated it was incredible and was like a new landmark in Jupiter. He asked if there could be a ribbon cutting in March when they open the other side to celebrate all who worked on the bridge.

Mr. Kitzerow stated Community Relations was communicating with FDOT to talk about the feasibility and mentioned the first vehicles to cross the bridge were the Jupiter Fire Rescue department vehicles.

Councilor Delaney also mentioned the walkways on the bridge.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

MAYOR KURETSKI

- Sam Shannon, Former Town Director of Community Development – Mayor Kuretski added to Mr. Baird’s comments stating Mr. Shannon was an effective listener, brought solutions that incorporated council inputs and direction, and made things happen. He asked Staff for a way to recognize Mr. Shannon for his contributions to the Town.
- US One Bridge – Mayor Kuretski mentioned he had been in contact with the FDOT District Secretary who expressed his gratitude and appreciation regarding the communication between the Town and FDOT. Mayor Kuretski expressed his appreciation for having zero injuries during the project. He added pedestrians and bicyclist were thrilled to have a good sidewalk and would have a bike lane once complete.
- Town Code regarding Parks and Playgrounds – Mayor Kuretski asked if Staff could review the County and Town Codes regarding park and playground safety to make them more consistent.
- Happy New Year – Mayor Kuretski wished everyone a happy New Year.

ADJOURNMENT - 8:05 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER
Ritz Carlton Planned Unit Development Amendment



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Ritz Carlton</u> – Amendment to an approved 284± acre Planned Unit Development (PUD) to allow a guest cottage on Lot 30 of Pod B, located at 502 Bald Eagle Drive.

EXECUTIVE SUMMARY

Consideration of the second reading of Ordinance 31-24 to approve an amendment to the approved planned unit development to allow a guest cottage as an accessory use to the primary single-family dwelling unit on Lot 30 of Pod B.

ANALYSIS

The subject property was approved for a single family residence, which was built in 2004. The applicant is proposing to expand a detached garage and add a guest cottage on the second floor. The proposed guest cottage is 758 square feet which is approximately 9 percent of the 8,143 sf principal structure.

As a public benefit, the applicant proposes to donate \$10,000 to the Town to be used towards funding upgrades to Town Parks, such as the incorporation of splash pads. It is a strategic priority of the Town to complete a recreational master plan to include current facilities, future, planned facilities, and partner facilities and opportunities. If the Town Council is supportive of a contribution to the Town, the funds should be deposited in a special Town fund for the purpose of funding upgrades to Town Parks.

As noted in the staff report, staff suggested other considerations for public benefit, such as improving the appearance along the shoulder of Frederick Small Road and/or providing authorization from the controlling entity of the PUD to assign Conservation and Recreation future land use and zoning designations to the existing preservation areas and golf courses in the PUD, which has been identified as a strategic priority of the Town Council. These suggestions are further detailed in the staff report for Town Council's consideration, should the proposed public benefit not be considered appropriate.

Planning and Zoning Commission Recommendation: At their November 12, 2024 meeting, the Planning and Zoning Commission voted (6-0) to recommend approval of the application.

Town Council Action: At their December 17, 2024, the Town Council voted unanimously to approve the first reading of Ordinance 31-24 (by a 5 to 0 vote) for the subject application.

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

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance 31-24
2. Staff Report and Attachments
3. Powerpoint

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or to request attachments, please contact Peter Meyer at peterm@jupiter.fl.us and/or (561) 741-2691.

ORDINANCE NO. 31-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING AN AMENDMENT TO THE RITZ CARLTON PLANNED UNIT DEVELOPMENT; PROVIDING FOR A WAIVER TO THE UNIT TYPE IN THE R-1 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT TO ALLOW A GUEST COTTAGE AS AN ACCESSORY USE TO THE PRIMARY SINGLE-FAMILY DWELLING UNIT ON LOT 30 OF POD B; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Eric F. Trump and Lara L. Trump (the Owner) are the owners of Lot 30 of Pod B, approximately 0.60± acres of property, located within the Ritz Carlton Planned Unit Development (PUD), the legal description of which is contained in Exhibit "A" which is incorporated herein (the subject property); and

WHEREAS, the subject property is located at 502 Bald Eagle Drive; and

WHEREAS, the Eagle Tree Property Owners Association, Inc. (the POA) has authorized the Owner to submit an application to amend the PUD (the Application) to add a guest cottage on the subject property (the Application); and

WHEREAS, Stergas & Associates, AIA, is the authorized agent (Agent) for the Owner; and

WHEREAS, on behalf of the Owner, the Agent submitted an application to amend the PUD and to request a waiver to the unit type in the R-1 single-family

1 residential zoning district, which if approved would allow the construction of a guest
2 cottage as an accessory use to the primary single-family dwelling unit on the
3 subject property; and

4 **WHEREAS**, the Town Council has determined that the Owner has provided
5 a substantial public benefit as required by Section 27-1555(b) of the Town's Zoning
6 Code in exchange for the requested waiver; and

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

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

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

17
18 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF**
19 **THE TOWN OF JUPITER, FLORIDA, THAT:**

20 **Section 1.** The whereas clauses are hereby incorporated as true and
21 correct as the findings of fact and conclusions of law of the Town Council.

22 **Section 2.** The Town Council hereby approves an amendment to the Ritz
23 Carlton PUD as set forth below:

- 1 1. The Owner shall install and maintain all improvements in compliance with
2 the following:
 - 3 a. Traffic Statement, prepared by Jeff H. Iravani, Inc., dated 08/20/24,
4 received and dated by the Department of Planning and Zoning on
5 09/04/24.
 - 6 b. Statement of Use, prepared by Stergas & Associates, AIA, dated
7 08/27/24, received and dated by the Department of Planning and
8 Zoning on 10/29/24.
- 9 2. The uses conducted on the subject property shall be consistent with the
10 Statement of Use, dated 08/27/24, received and received by the
11 Department of Planning and Zoning on 10/29/24.
- 12 3. Any revisions to the site plan, Statement of Use, or other details submitted
13 as part of the Application, including but not limited to the location of the
14 proposed improvements, additional, revised or deleted colors, materials,
15 or structures, or changes to how the use operates, shall be submitted to
16 the Department of Planning and Zoning and shall be subject to its review
17 and approval.
- 18 4. The guest cottage shall:
 - 19 a. Be incidental and subordinate to the principal residential structure
20 on the subject property.
 - 21 b. Not exceed the height of the existing principal residential structure
22 on the same lot.

1 c. Not exceed 35 percent of the gross square footage of the principal
2 residential structure.

3 5. Prior to the issuance of a building permit for the guest cottage, the Owner
4 shall contribute \$10,000 to the Town which shall be earmarked by the
5 Town for upgrading Town Parks.

6 6. The conditions of approval herein shall apply to the Owner, the Eagle Tree
7 Property Owners Association, Inc. and their successors and assigns.

8 **Section 3.** This ordinance shall take effect immediately upon its execution.

9 Exhibit "A" - Legal Description

10

11

[#5904914 v1 26503-00001](#)

LEGAL DESCRIPTION

Lot 30B, according to the Plat of Ritz-Carlton Golf Club & Spa, Pod B, Jupiter, a P.U.D., as recorded in Plat Book 99, Pages 42 through 44, public records of Palm Beach County, Florida.

**Town of Jupiter Staff Report for Ritz Carlton
Town Manager's Office**



DATE: January 21, 2025
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **Ritz Carlton** – Amendment to an approved 284± acre Planned Unit Development (PUD) to allow a guest cottage on Lot 30 of Pod B, located at 502 Bald Eagle Drive.

Ordinance #31-24	P&Z Commission: 11/12/24
PZ 24-6177	Town Council: 12/17/24 1 st reading
P. Meyer	Town Council: 01/21/25 2 nd reading (quasi-judicial)

Project Information

Project Name:	Ritz Carlton PUD
Owner of PUD:	Overall PUD controlled by the Eagle Tree Property Owners Association, Inc. which has common property ownership; Single family residential lots are under individual ownership
Owner/Applicant of individual lot 30:	Owner of 502 Bald Eagle Drive (Eric F. Trump and Lara L. Trump)
Agent:	Stergas & Associates, AIA
Location:	• PUD located north of Donald Ross Road, south of Frederick Small Road and east of Alternate A1A • Guest cottage proposed associated with a single family unit at 502 Bald Eagle Drive
Acreage:	• 284 +/- acres (PUD total) • 0.60 +/- acres
Future Land use designation:	Low Density Residential
Zoning:	Single-Family Residential (R-1)
Existing use:	Single family dwelling units (DU)
Proposed use/Request:	PUD amendment to request a waiver to allow a detached guest cottage ¹ (see Attachment A).

Town Council Action

At their December 17, 2024 meeting, the Town Council voted (5-0) to approve the first reading of Ordinance #31-24.

¹ Section 27-1 definition of guest cottage “means living quarters within a detached accessory building located on the same premises as the main building to be used exclusively for housing members of the family occupying the main building, or their nonpaying guests; such quarters having no kitchen facilities and not to be rented or otherwise used as a separate dwelling.

Applicant Issues

The applicant has no issues.

Planning and Zoning Commission Recommendation

At their November 12, 2024 meeting, the Planning and Zoning Commission voted (6-0) to recommend approval.

Staff Compliance Review Summary

The requested amendment to the PUD will be in compliance with the Town Code subject to the **approval** of the conditions in **Ordinance #31-24**; and **contingent on Town Council approval of the proposed public benefit and waiver requested by the applicant**.

Project Data

Pertinent site plan data and information in reference to the application is listed below:

Table 1: Adjacent Properties to PUD

Direction	Existing Land Uses	Future Land Use Zoning Districts
North	Residential (Admirals Cove)	Low Density Residential / Residential, Single-Family (R-1)
South	Residential (Frenchman's Creek)	Palm Beach Gardens/ PCD (Planned Community District)
East	Residential (Bear's Club)	Low Density Residential / Residential, Single-Family (R-1)
West	Residential and Preserve (Abacoa)	Mixed Use/ MXD

Table 2: Traffic

Traffic Performance Standards (TPS)	Owner's proposal
Satisfies Town of Jupiter TPS	Yes
New daily trips (see Attachment B)	0
New AM peak hour trips	0
New PM peak hour trips	0

Background and History

The following is a history of development approvals for the Ritz-Carlton Golf Club:

Table 3: History

Date of approval	Approvals
October of 1973	The Frenchman's Creek Development of Regional Impact (DRI), which The Ritz-Carlton Golf Club is part of, is approved by Palm Beach County's Board of County Commissioners.
July of 1990	The Town annexed the portion of the Frenchman's Creek DRI lying north of Donald Ross Road.
August 18, 1998	The Town Council approved an amendment to the DRI to decrease the total number of units permitted on the north half of the Frenchman's Creek DRI from 3,050 to 1,594.

Date of approval	Approvals
March 20, 2001	The number of units was further reduced by Resolution # 18-01 to allow a total of 275 units in the DRI. 139 units were allocated to the Ritz-Carlton Club and 136 to the Bear's Club.
March 20, 2001	The Town Council approved the PUD and site plan for the Ritz-Carlton which included a golf course, clubhouse, spa, maintenance facility and 133 units (22 single family and 111 villas).
November 29, 2001	Staff approved a minor PUD amendment reducing the number of units to 131. This approval included reducing the number of dwelling units in Pod "B" from 22 units to 20 units and in Pod "C" from 44 units to 34 units. Also, Pod "C" was converted from villa to single family units.
February 6, 2003	Staff approved another minor amendment that transfers ten (10) lots to Pod "B" from those that were removed from Pod "C", increasing the number of lots from 20 to 30. The total number of units proposed remains at 131 units.
May 20, 2003	The Town Council approved a modification to Pod "B" to allow a reduction in setbacks for the homes, accessory pools and screen rooms
February 15, 2005	The Town Council approved a Notice of Proposed Change (NOPC) to the Frenchman's Creek North DRI. This amendment allowed for the reallocation of units in the Frenchman's Creek DRI and the transfer of 12.1± acres from the Bear's Club to the Ritz-Carlton Club. 275 units are permitted to be developed in the DRI, with the approval of the NOPC, the maximum number of units in the Ritz-Carlton Club becomes 168 units and 107 units are permitted in the Bear's Club. This proposal resulted in an increase of 29 units in the Ritz-Carlton Club and Spa and a reduction of 29 units in the Bear's Club. Previously 139 units were allocated to the Ritz-Carlton Club and 136 units to the Bear's Club.
February 17, 2009	The Town Council approved an amendment to the PUD to allow a guest cottage on Lot 15 with Pod B.
March 17, 2009	The Town Council approved an amendment to the PUD and site plan to allow interval ownership in Pod D, to allow up to sixteen property interests in five villa units (208, 212, 214, 640, and 644) in Pods A and D, and to allow units in Pods A, D, E, to be owned in a land trust.
March 16, 2010	The Town Council approved an amendment to Ritz Carlton PUD and site plan amendment to change 17 existing condominium units to fee simple lots in a portion of Pod A, and add two single family dwelling units to POD A in the previously approved eagle preserve area.
October 11, 2012	Staff approved an administrative PUD and site plan amendment for the addition of custom unit types to the approved site plan for Lots 1 and 2 of replat 2 in Pod A.
June 6, 2023	The Town Council approved an amendment to the PUD to convert a single-family dwelling to a guest cottage on a lot within Pod A, located at 612 and 614 White Pelican Way.

The subject property was approved for a single family residence, which was built in 2004.

Between 1994 and 2005, pursuant to a 1994 policy, guest cottages were permitted and constructed in single family neighborhoods by policy, as an accessory use throughout the Town (see attachment "C"). Guest cottages are defined as a living quarters within a detached accessory building having no kitchen facilities and for use by the family occupying the principle structure. Since guest cottages can't have cooking facilities, they are not considered dwelling units². In some areas of the Town, guest cottages were being used as independent rental units causing neighborhood issues with parking and nuisances. In February 2005, this policy was discontinued

² Section 27-1 definition of dwelling unit "means a group of interrelated rooms: 1) Intended or designed for the use of one family; 2) Separated from other space by lockable doors; 3) Having access to the outdoors without crossing another dwelling; and 4) Having cooking and sleeping facilities, fixed or portable, and complete sanitary facilities.

since guest cottages were not specifically listed among the other accessory uses permitted within the residential zoning districts like other accessory uses including private garages, swimming pools, storage buildings and private boat docks. Building permits are no longer issued for guest cottages as an accessory use, when the use is not allowed per the zoning or as part of a PUD.

As a result of this change, the Bear's Club requested an amendment to their PUD to allow guest cottages as a permitted accessory structure within their development. The PUD amendment was approved by Town Council on December 20, 2005. Other PUD's, such as Admirals Cove, have provisions within their development approvals that allow for guest cottages.

The applicant is requesting an amendment to the Ritz Carlton Golf Club PUD only to allow a guest cottage as an accessory use to the primary single-family dwelling on Lot 30 of Pod B. It is recognized that developments with a property or homeowner association have independent covenants and restrictions that may provide for guest cottages to be more carefully monitored to ensure they function as an accessory use and not as an independent rental unit.

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 property is designated with the Low Density Residential future land use.

Planned Unit Development (PUD). The applicant's request is to amend the Ritz Carlton PUD to allow a guest cottage on a single-family lot within the PUD located at 502 Bald Eagle Drive.

PUD Waiver. Town Council may approve waivers within a PUD, pursuant to Section 27-1555(b) and (b) and Section 27-1641(a)(b). The Owner is requesting a waiver for a different unit type in the R-1, single family residential zoning district [Section 27-1323(b) entitled "Use regulations" of the R-1 single family residential zoning district], to allow a guest cottage as an accessory use to the primary single-family dwelling (See Attachment A, PUD statement of use). To ensure that the guest cottage remains an accessory use to the primary single-family dwelling, Staff recommends **a condition that the guest cottage must: be incidental and subordinate to the principal residential structure on the same lot; not exceed the height of the principal building on the same lot; and not exceed 35 percent of the gross square footage of the principal building.**

Section 27-1641, entitled "Waiver of standard zoning regulations allowed" of the PUD regulations, which defines regulations that may be waived by Town Council through the PUD process, includes the ability to waive the type of dwelling unit. The requested waiver is consistent with the intent of the large scale PUD (Section 27-1555), which is to provide design freedom by permitting an opportunity to more fully utilize the physical characteristics of the site through the reduction or waiver of certain development regulations and the planned mixing of use.

Public benefit. The proposed planned unit development waiver is in conformance with the requirements of Section 27-1555, entitled "Intent", subject to the Town Council's determination that the project provides adequate public benefit to justify the requested waiver.

- Pursuant to Section 27-1555, entitled "Intent", a large-scale PUD, by definition may depart from the strict application of use and property development regulations in which the planned unit development is proposed to be located. Additionally, the section states that

“It is intended that a Large-Scale Planned Unit Development District (PUD) provide substantial public benefit”.

- **Applicant’s public benefit:** The applicant proposes to donate \$10,000 to the Town to be used towards funding upgrades to Town Parks, such as the incorporation of splashpads.

Staff comment: It is a strategic priority of the Town to complete a recreational master plan to include current facilities, future, planned facilities, and partner facilities and opportunities. If the Town Council is supportive of a contribution to the Town, the funds should be deposited in a special Town fund for the purpose of funding upgrades to Town Parks. Therefore, if Town Council determines the applicant’s proposal provides adequate public benefit, staff recommends the following **condition that the Owner contribute \$10,000 to be placed in a special Town fund for upgrades to Town Parks.**

Other considerations for public benefit, if the Town Council finds that the proposed public benefit is not adequate to justify the proposed waiver:

- Staff advised the applicant to review the [Town’s strategic plan](#) when considering what might be appropriate as a public benefit, since these initiatives have been identified by the Town Council. A strategic priority of the Town Council is to update the future land use and zoning designations of existing preservation areas and golf courses to provide consistency with the development orders approved by the Town Council. The Ritz Carlton PUD development order includes lands designated for preservation and golf course, which currently have residential zoning and future land use designations. In order to reflect the actual use of these lands, the land use and zoning need to be changed from Residential to Conservation or Recreation, as applicable. It was identified that agreeing to implement these changes could be considered as a public benefit by having the controlling entity of the PUD provide authorization to modify the land use and zoning of these areas.
- In 2023, the Town Council raised concerns, as part of an amendment for the Bears Club PUD, regarding the grassed area along the north side of the Ritz Carlton PUD being unsightly due to vehicles and car haulers regularly parking along the shoulder of the road. Staff had suggested that the applicant look at ways to improve the appearance along the shoulder of the road by discouraging parking or stabilizing the shoulder. The applicant reached out to James Peters from Palm Beach County Department of Engineering and Public Works who indicated that the County is not supportive of improvements that encourage parking along Frederick Small Road.

Staff has provided the table below that summarizes the public benefits that have been provided in the past for the PUD and subsequent amendments:

Table 4: History of public benefits

Ordinance	Application	Approved Public Benefits
Ord 54-00	Original PUD approval	Construct an eight (8.0') foot wide sidewalk from Alternate A-1-A to the main entrance on Donald Ross Road (+/- 2,500 linear feet), and construct 8.0' sidewalks along the south side of Fredrick Small Road and along Alternate A-1-A (exceeding the minimum width requirement by four (4.0') feet)
Ord 54-00	Original PUD approval	Construct only 133 units, which is substantially less than the 1,481 units approved Install a sixty five (65.0') foot wide buffer adjacent to Donald Ross Road and Alternate A-1-A and a twenty-five (25.0') foot buffer adjacent to Frederick Small Road in the original DRI development order

Ordinance	Application	Approved Public Benefits
Ord 54-00	Original PUD approval	Grant an easement (approximately 6,500 square feet) to the Town for a pedestrian area and Town identification sign at the northeast corner of Donald Ross Road and Alternate A-1-A; and
Ord 54-00	Original PUD approval	Provide additional area to the south of the bald eagles nest in order to ensure less intrusion on the eagle's nesting area (This public benefit was removed when the Lots 1 and 2 were created in Pod A)
Ord 51-08	Allow a guest cottage on Lot 15 of Pod B	Contribute \$7,500 towards a bus shelter
Ord 2-09	Allow interval ownership in Pod D and up to 16 property interests in Villa unit numbers 208, 212, 214, 640 and 644 in Pods A and D; and to allow units in Pods A, D and E, to be owned in a land trust	Contribute \$15,000 to the Town for the Town's use towards a bus shelter or other public purposes deemed appropriate by the Town Council.
Ord 13-10	Amend PUD to waive a minimum three foot driveway side setback on a portion of Pod A	Contribute \$5,000 towards trees and other landscaping to be used in a public park owned by the Town, and as approved by the Department and the Director of Parks and Recreation (associated with waiver to driveway setback).
Ord 9-23	Amend PUD to allow a guest cottage on Lots 1 and 2 of replat 2 of Pod A	Contribute \$10,000 to the Town for the Town's use toward the funding for the design and construction of Town Green as part of the construction of the new Town Hall.

Traffic. The proposed application is in conformance with the Town's traffic performance standards. The proposed guest cottage does not add any new trips since the proposed guest cottage was viewed as accessory to a single-family dwelling unit in the traffic statement (see Attachment B).

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 11 of the 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.

If the waiver is approved by the Town Council, staff has provided conditions of approval for the following code section that will ensure that the proposed guest cottage is in compliance and requiring the applicant to provide the public benefit.

- 1) Section 27-1323 entitled "Use regulations"

Attachments:

Attachment A – Statement of use

Attachment B – Traffic statement

Attachment C – Policy regarding accessory uses (February 18, 1994)

Ritz Carlton PUD – Staff Report (PZ 24-6177)
Page 7

* Please contact Peter Meyer at peterm@jupiter.fl.us or 561-741-2691 in order to obtain a copy of the proposed plans or any attachments.

File Path: V:\PlanningZoning\Staff\WP51\PROJECTS\Ritz-Carlton Club\PZ 24-6177 add guest cottage to 502 Bald Eagle\1.21 TC mtg second reading\Staff Report_TC_v2.docx January 3, 2025



502 Bald Eagle Drive
At Ritz Carlton Golf Club and Spa (Trump National)
PUD Amendment/Site Plan Review
Statement of Use
August 27, 2024

Request & Location:

Architect Stergas & Associates, as agent for the Owner, is requesting review and approval of this amendment with wavier to the fully developed residential Ritz-Carlton PUD, which will allow for a Guest Cottage incorporated into an expanded existing freestanding garage on the property located at Lot 30, 502 Bald Eagle Drive. A PUD amendment is requested to allow for a non-attached Guest Cottage.

The subject property is approximately 0.60 acres, located in POD B of the 284± acres of the fully developed Residential Ritz-Carlton Golf Club & Spa PUD (Trump National Golf Club). Further the PUD is assigned a land use designation of Residential Low Density, and a zoning designation of R-1.

Site Description & Proposed Modification:

The subject property is on Bald Eagle Drive, and on its south side abuts an open space (Tract "I").

The proposed Guest Cottage is 758± SF of conditioned space and a 148± SF Covered Balcony. It is proposed to be constructed above the existing detached garage being expanded to 1056± SF, incidental to the primary residence on Lot 30. The Guest Cottage will provide a Bonus Room, a Bathroom, Storage & Covered Balcony; and WILL NOT provide Kitchen Facilities. It will be exclusively used for family members/non-paying guests.

Development History:

Date of Approval	Approvals
October of 1973	The Frenchman's Creek Development of Regional Impact (DRI), which The Ritz-Carlton Golf Club is part of, is approved by Palm Beach County's Board of County Commissioners.
July of 1990	The Town annexed the portion of the Frenchman's Creek DRI lying north of Donald Ross Road.
August 18, 1998	The Town Council approved an amendment to the DRI to decrease the total number of units permitted on the north half of the Frenchman's Creek DRI from 3,050 to 1,594.
March 20, 2001	The number of units was further reduced by Resolution # 18-01 to allow a total of 275 units in the DRI. 139 units were allocated to the Ritz-Carlton Club and 136 to the Bear's Club.

Date of Approval	Approvals
March 20, 2001	The Town Council approved the PUD and site plan for the Ritz-Carlton with included a golf course, clubhouse, spa, maintenance facility and 133 units (22 single family and 111 villas).
November 29, 2001	Staff approved a minor amendment reducing the number of units to 131. This approval included reducing the number of dwelling units in Pod "B" from 22 units to 20 units and in Pod "C" from 44 units to 34 units. Also, Pod "C" was converted from villa to single family units.
February 6, 2003	Staff approved another minor amendment that transfers (10) lots to Pod "B" from those that were removed from Pod "C", increasing the number of lots from 20 to 30. The total number of units proposed remains at 131.
May 20, 2003	The Town Council approved a modification to Pod "B" to allow a reduction in setbacks for the homes, accessory pools and screen rooms.
February 15, 2005	The Town Council approved a Notice of Proposed Change (NOPC) to the Frenchman's Creek North DRI. This amendment allowed for the reallocation of units in the Frenchman's Creek DRI and the transfer of 12.1± acres from the Bear's Club to the Ritz-Carlton Club. 275 units are permitted to be developed in the DRI, with the approval of the NOPC, the maximum number of units in the Ritz-Carlton Club becomes 168 units and 107 units are permitted in the Bear's Club. This proposal results in an increase of 29 units in the Ritz-Carlton Club and Spa and a reduction of 29 units in the Bear's Club. Previously 139 units were allocated to the Ritz-Carlton Club and 136 units to the Bear's Club.
February 17, 2009	The Town Council approved an amendment to the PUD to allow a guest cottage on Lot 15 with Pod B.
March 17, 2009	The Town Council approved an amendment to the PUD and site plan to allow interval ownership in Pod D, to allow up to sixteen property interests in five villa units (208, 212, 214, 640, and 644) in Pods A and D, and to allow units in Pods A, D, E, to be owned in a land trust.
March 16, 2010	The Town Council approved an amendment to Ritz Carlton PUD and site plan amendment to change 17 existing condominium units to fee simple lots in a portion of Pod A, and add two single family dwelling units to POD A in the previously approved eagle preserve area.
October 11, 2012	Staff approved an administrative PUD and site plan amendment for the addition of custom unit type to the approved site plan for replat of Lots 1 and 2 in Pod A.
June 6, 2023	The Town Council approved an amendment to the PUD and site plan amendment on the combined Lots 1 and 2 of Pod A and have a main house and a guest cottage.

Waiver Request:

Currently, single-family dwellings are the only dwelling type allowed by right in the Town's R-1 zoning district, and so guest cottages are not allowed unless it's part of an approved PUD; and the Ritz-Carlton PUD does not specifically include guest cottages in their allowances. And whereas the zoning code considers any detached conditioned space a Guest Cottage, the Owner requests a waiver from the Town's zoning code for Lot 30 in Pod B to allow a different type of dwelling unit- see waiver request below.

WAIVER (CODE SECTION)	ALLOWED	PROPOSED
Dwelling Unit Type (Section 37-1323)	Single Family Dwelling in R-1 (with garage & storage incidental uses)	To include a Guest Cottage as an incidental use in R-1 on Lot 30b in Pod B

Justification:

Per Section 27-1641(a)(5) in the Large Scale PUD zoning code, the Town Council may waive the standard zoning regulations for type of dwelling. In previous code versions guest cottages were allowed as an accessory use in residential zoning districts. This was removed after some structures were being used as rental units separate from the primary residence.

In the following years approved PUD's have amended their development to allow for guest cottages including the adjoining Bear's Club. And the adjacent Admiral's Cove PUD is also approved to allow for Guest Cottages.

The subject PUD (Ritz-Carlton Golf Club & Spa) has filed, and received approval to allow guest cottages on Lot 15 of Pod B and combined Lots 1 & 2 of Pod A. The intent of their approvals was to require any additional properties to submit an application proposing a PUD amendment for guest cottages incidental to the primary residence.

The Owner is filing this request to be consistent with previous applications, and is conforming with the established design guidelines approved per the PUD including setbacks, lot coverage, etc. Also, included as supporting documents is a letter of approval authorizing the property Owner to submit for permit with Town.

Public Benefit:

As a Public Benefit the Owner proposes to donate \$10,000 to the Town of Jupiter to be used toward the Council's current Strategic Initiative of upgrading the Town parks, such as incorporation of splash pads. As a point of reference, the previous application requests for a guest cottage donated \$10,000 (2023 toward design and construction of the Town Green) and \$7,500 (2009 toward a bus shelter).

Site Plan Review Criteria:

Per zoning code Section 27-175, the application addresses the required criteria as follows;

- (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 Town of Jupiter, Comprehensive Plan, Policy 1.3.1, Low Density Residential.

- (2) The proposed development is consistent with any applicable, countywide land development regulations.

Response: The development is 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 proposed development is consistent with all applicable Town of Jupiter Land Development Regulations and the subject PUD.

- (4) The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.

Response: The subject property is located in the Eagle Tree component of the Ritz-Carlton (Trump National Golf Club) PUD, which has strict guidelines for architectural character and consistency throughout the development. The Owner intends to comply with those regulations and has received Approval from Eagle Tree POA.

- (5) The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.

Response: As indicated in the attached Traffic Statement, as the proposed guest cottage is not meant for permanent living, there is no increase in traffic and it will therefore have no negative impact and will not otherwise affect public safety.

- (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 this addition is incidental to the existing primary residence, adequate levels of service already exist at the existing home and will be available to the approved development.

- (7) The proposed development does not significantly reduce light and air to adjacent properties.

Response: The proposed addition is on the southeast portion of the site, the opposite side of the property of the only other adjacent existing residence on Lot 29 to the north, and is adjacent to a large open space to the south and a divided roadway on the east.

- (8) The proposed development does not adversely affect property values in adjacent areas.

Response: The subject development will not adversely affect property values in the area. This is one of the two largest lots in Pod B, and previous requests for guest cottages have been approved in this PUD. And per adopted ordinance 21-03 of the PUD, the Owner of each lot that wishes to add a guest cottage must file a PUD amendment application.

- (9) The proposed development would not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

Response: As the proposed addition is on the southeast portion of the site, the opposite side of the property of the only other adjacent existing residence on Lot 29 to the north, and is adjacent to a large open space to the south, and a divided roadway on the east, the proposed development will not deter the improvement of any adjacent lots in accordance with the existing PUD regulations.

- (10) The proposed development does not create noise or visual pollution.

Response: The proposed development will not cause any noise or visual pollution. The development will comply with current strict Architectural Design Guidelines as set forth by Trump National Golf Club PUD.

- (11) The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks.

Response: The proposed development will not negatively impact adjacent natural systems or public facilities.

- (12) The proposed development provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Response: The existing PUD, which is fully developed, has provided all necessary pedestrian amenities.

Conclusion:

In closing, the Owner requests a PUD Amendment to construct a guest cottage incidental to the primary residence located at 502 Bald Eagle Drive (Lot 30, Pod B). This request is consistent with other properties in Ritz Carlton Golf Club and Spa (Trump National Golf Club) PUD which have received approval.

Traffic Impact Statement

For

**502 Bald Eagle Drive
Lot 30B
Ritz Carlton**

PCN#

30-43-41-19-03-000-0300

Jupiter, Florida

08-20-24

Prepared By:

**Jeff H. Iravani, Inc.
Consulting Engineers
1934 Commerce Lane, Suite 5
Jupiter, Florida 33458
JHI@bellsouth.net
www.JHIinc.com
Tel: (561) 575-6030
Fax: (561) 575-6088**

**John B. Iravani, P.E.
Florida Registration # 87431
FR # 6986**

Table of Contents

I. Introduction	3
II. Trip Generation	4
III. Radius of Influence	4
Exhibit-A Aerial.....	5
Exhibit-B: Site Plan	6

I. Introduction

The site is located within the Ritz-Carlton Golf Club & Spa community, which is a residential community that is developed. The address for the property is 502 Bald Eagle Drive and consists of a single family home. There is an existing house with a stand alone garage located on the property.

It is proposed to expand the standalone garage and build a guest cottage above the garage. The cottage has no kitchen and is not meant for a separate dwelling. Since the expansion is not meant for permanent living and is considered an accessory structure it does not increase traffic within the community.

See Exhibit-A for the Aerial and Exhibit B for the Site Plan of the project.

Section 19, Township 41S, Range 43E, Jupiter, Florida

II. Trip Generation

The proposed Trip Generation numbers are per latest Palm Beach County Trip Generation rates.

A. Existing

USE		Bldg SF/EA	ADT VTEPD	AM PHT VTEPH					PM PHT VTEPH				
	(%)				IN	(%)	OUT	(%)		IN	(%)	OUT	(%)
Single Family ITE 210		1	10	1	0	26%	1	74%	1	1	63%	0	37%
Internal	0			0	0		0			0		0	
Pass-by	0%		0	0	0		0		0	0		0	
Total Attracted			10	1	0		1		1	1		0	
Total Generated		1	10	1	0		1		1	1		0	

B. Proposed

USE		Bldg SF/EA	ADT VTEPD	AM PHT VTEPH					PM PHT VTEPH				
	(%)				IN	(%)	OUT	(%)		IN	(%)	OUT	
Single Family ITE 210		1	10	1	0	26%	1	74%	1	1	63%	0	
Internal	0			0	0		0			0		0	
Pass-by	0%		0	0	0		0		0	0		0	
Total Attracted			10	1	0		1		1	1		0	
Total Generated		1	10	1	0		1		1	1		0	
Net Generated		0	0	0	0		0		0	0		0	

Single Family Detached ITE 210: ADT= 10 per DU, AM PHT = 30.7 per DU, PM PHT=

Rounding to whole numbers may cause small discrepancies in adding up totals

III. Radius of Influence

The proposed improvement does not increase the AM or PM PHT generation.

Since there is no increase in AM and PM PHT there is no radius of influence determination and no impact analysis is needed to determine if the proposed causes a significant impact(1%).

Exhibit-A Aerial

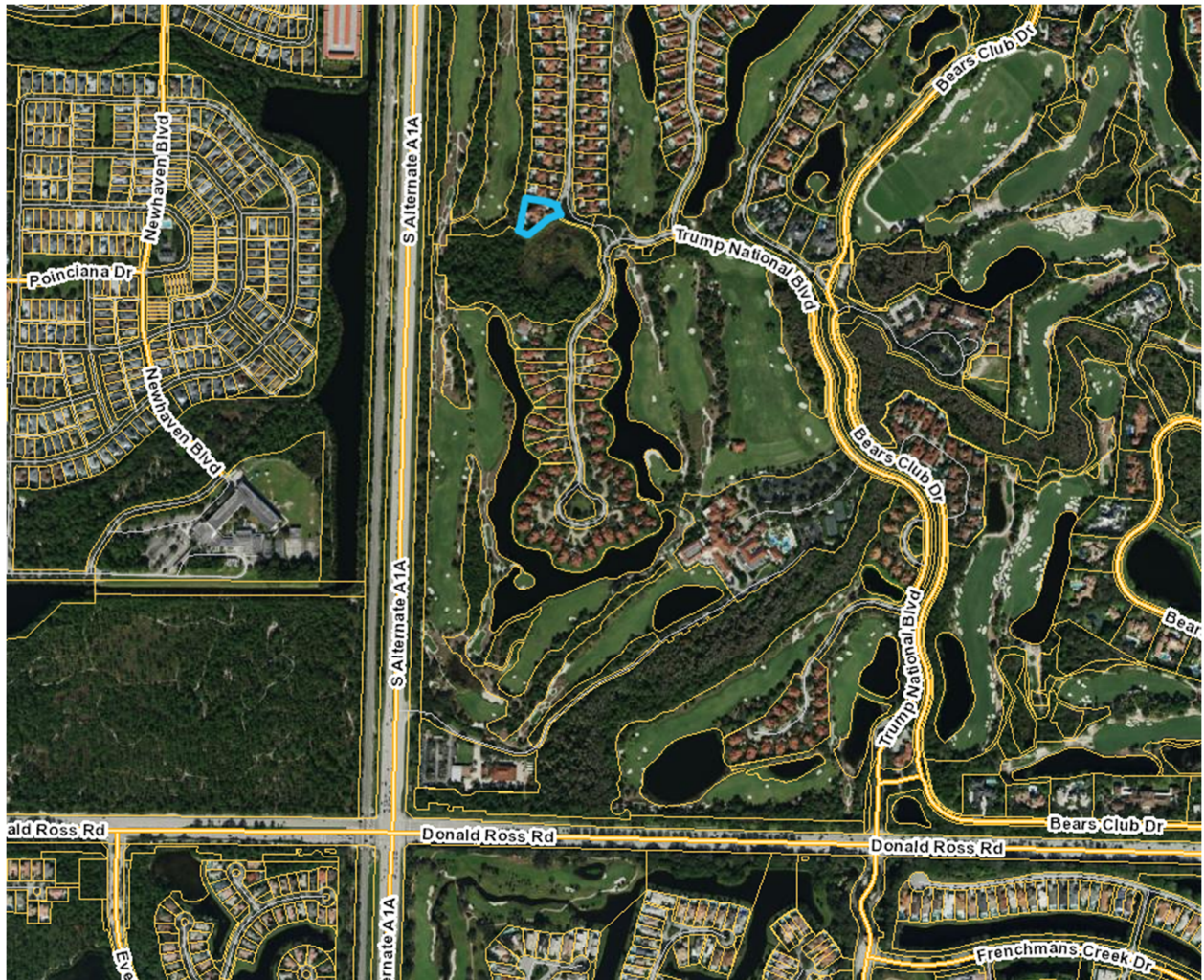
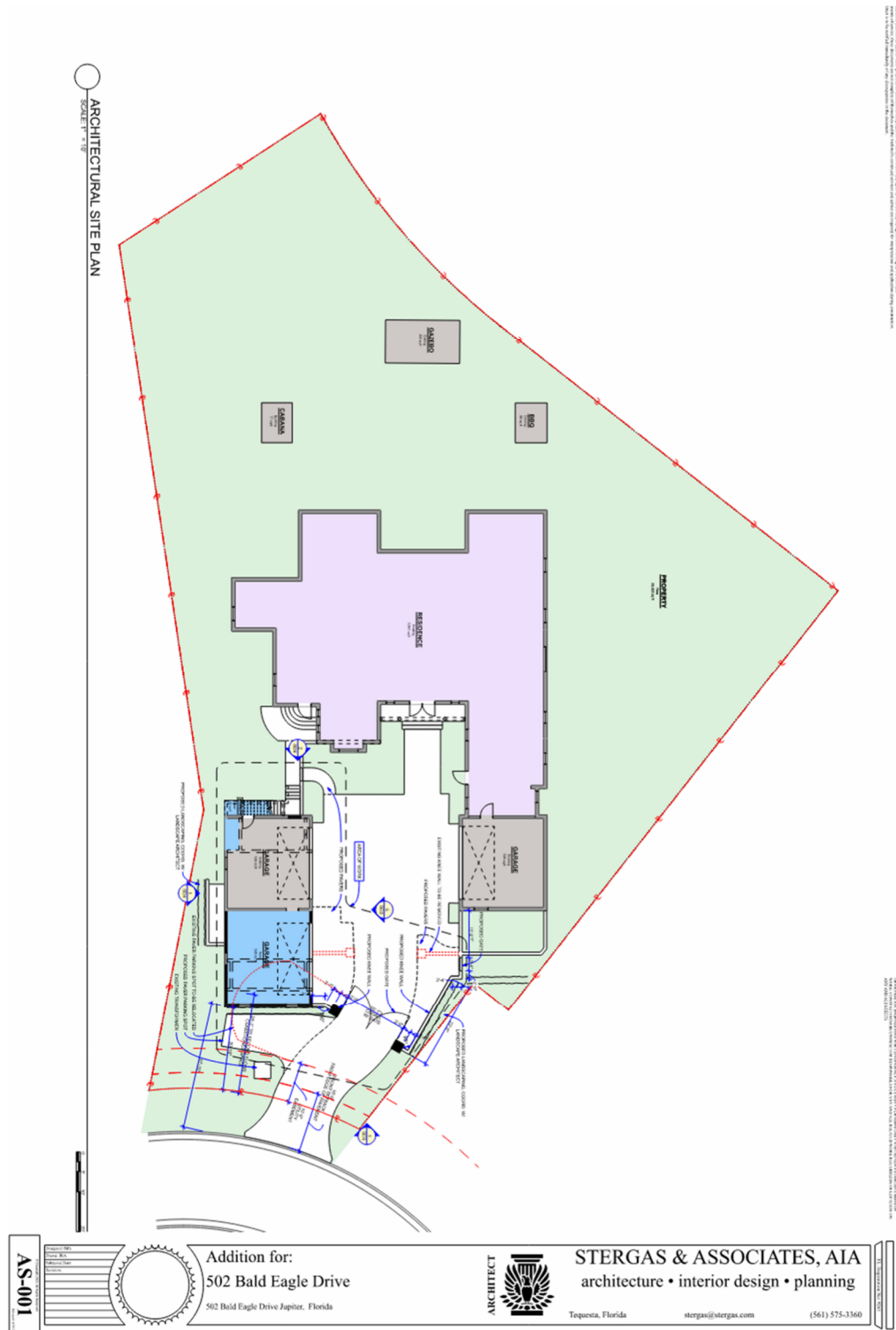


Exhibit-B: Site Plan



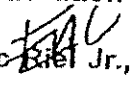
*Addition shown in blue

TOWN OF JUPITER
INTER-OFFICE MEMORANDUM

February 18, 1994

Attachment C

Distribution


Eric Biel Jr., Planning and Zoning Administration

Revised policy regarding the use of accessory structures

Recently the Department of Planning and Zoning Administration has received several inquiries regarding the proposed construction of an accessory buildings or structures in conjunction with a single family residential dwelling. The following policy shall assist Town Staff in administering the equal application of inquiries relating to accessory structures.

In the past, Town policy has been allow the construction of accessory structures only if the accessory structure was physically attached to the principal structure via an air conditioned enclosed walkway which included access between the principal structure and the accessory structure.

Chapter 27, entitled "Zoning," of the Code of the Town of Jupiter defines an accessory building as follows:

"Accessory Building shall mean a structure, the use of which is customarily incidental and subordinate to that of the main building on the same lot, such as detached garage, carport, barn, greenhouse, woodshed, tool shed, kennel or guest cottage"

It is evident by the above definition accessory structures such as pool cabanas, guest cottages, etc. are permitted uses. The intent of the accessory structure is to function as solely an accessory building or structure to the principle residence located on site. The accessory structure is not considered as a separate dwelling unit; and based upon the definition of a dwelling unit, accessory structures shall not be designed or intended for the use of one family. Therefore, cooking facilities shall not be permitted.

I will be pleased to answer any questions regarding the above change in policy or any other questions that may arise.

Thank you for your time and consideration

cc: Robert Lecky, Building Official
Marilyn Jennings, Planning and Zoning Technician
Mark Ciarfella, Planner
Cyndi Snay, Planner
Planning and Zoning Policy Manual

n:\data\cdev\staff\wp51\memos\leccasory pol



502 BALD EAGLE DRIVE
at
The Ritz Carlton PUD

Jupiter Town Council Meeting
Second Reading
January 21, 2025

REQUEST

PUD Request with One Waiver

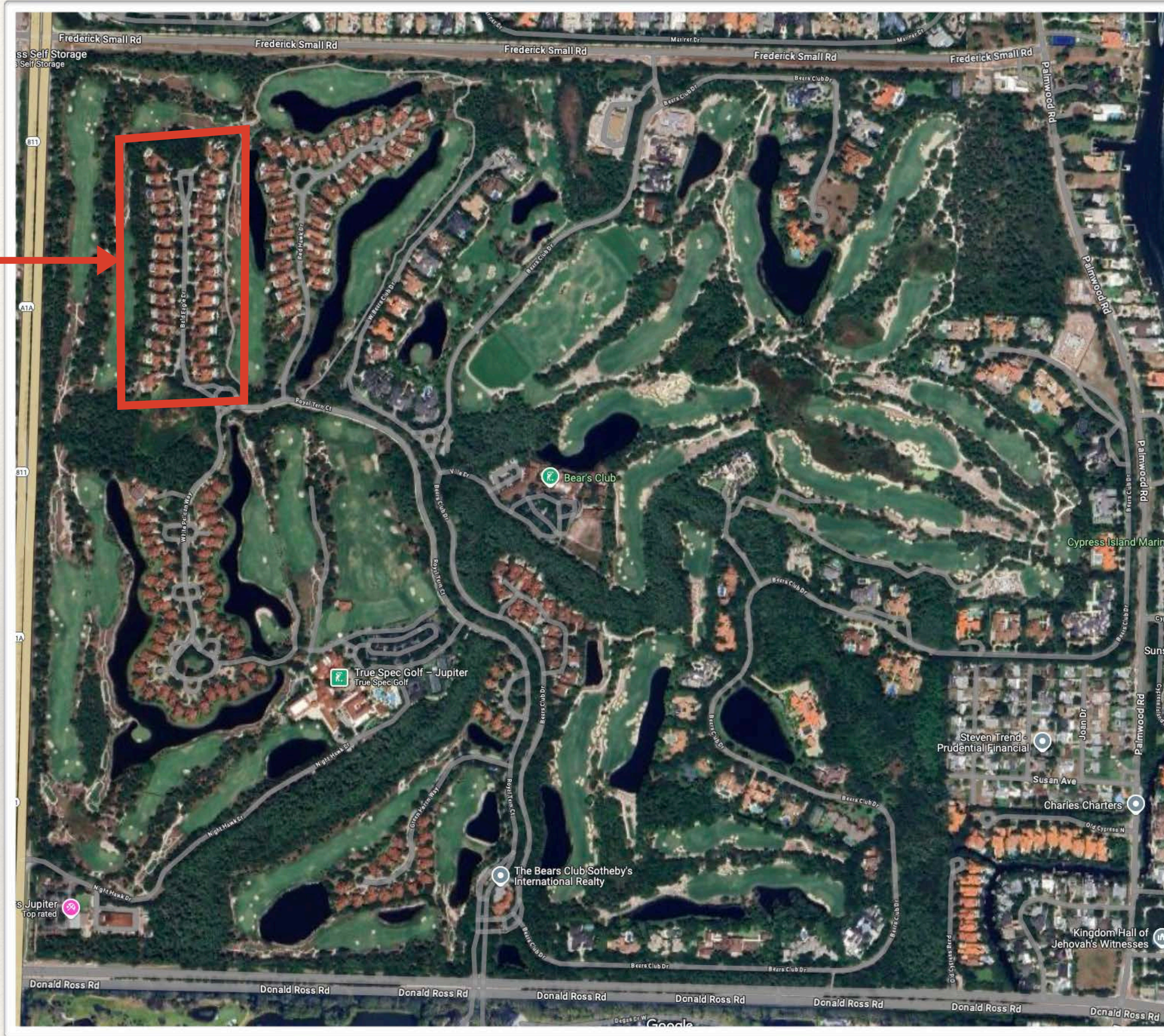
- ❖ Amend Ritz-Carlton Golf Club PUD to allow a Guest Cottage at residence located at 502 Bald Eagle Drive;
- ❖ Subject site located within POD 'B' of development;
- ❖ Proposed Guest Cottage is located above existing detached Garage with proposed Garage addition.



FREDERICK SMALL RD.

POD B →

ALTERNATE A1A



DONALD ROSS RD.



- ❖ 284 ± acres (PUD total)
- ❖ Zoning = Single-Family Residential (R-1)
- ❖ Future Land Use = Low Density Residential (R-1)
- ❖ 0.60 ± acres (subject property)

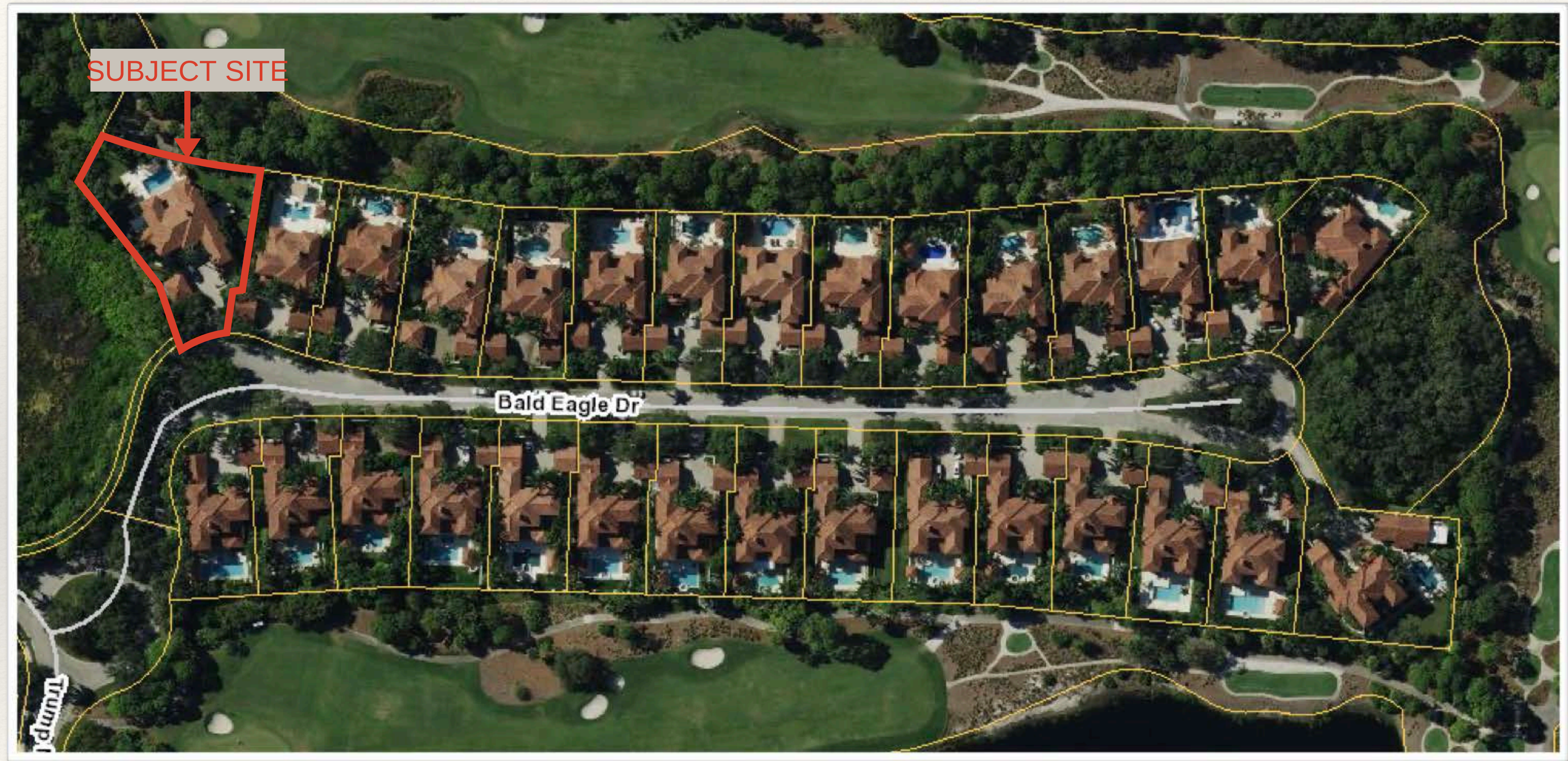


ARCHITECT
STERGAS & ASSOCIATES, AIA
architecture • interior design • planning

Member of the American Institute of Architects

502 BALD EAGLE DRIVE

LOCATION - POD 'B', LOT 30 (0.60 acres)



ARCHITECT
STERGAS & ASSOCIATES, AIA
architecture • interior design • planning

Member of the American Institute of Architects

502 BALD EAGLE DRIVE

HISTORY

- ❖ Between 1994 and 2005 Guest Cottages were permitted to be constructed on Single-Family lots as an 'accessory use' throughout the Town of Jupiter; however this was abandoned after complaints of Guest Cottages being used as rental units;
- ❖ Bear's Club has amended their PUD to allow for Guest Cottages;
- ❖ Admirals Cove and other PUD's have provisions within their development approvals to allow for detached Guest Cottages;
- ❖ Ritz-Carlton Golf Club has also granted waivers to allow Guest Cottages within POD 'B' at Lot 15A (531 Bald Eagle Drive) via Ord# 51-08 and within POD 'A' at Lot 1 & 2 (612 White Pelican Way) via Ord# 9-23



GUEST COTTAGE

Definition: Living quarters within a detached accessory building located on the same premises as the main building to be used exclusively for housing members of the family occupying the main building, or their non-paying guests; such quarters having no kitchen facilities and not to be rented or otherwise used as a separate dwelling.



ARCHITECT

STERGAS & ASSOCIATES, AIA
architecture • interior design • planning

502 BALD EAGLE DRIVE

GUEST COTTAGE

Also, Guest Cottages are:

- ❖ To be incidental and subordinate to the principal dwelling and on the same lot;
- ❖ Not to exceed height of existing principal dwelling;
- ❖ Not to exceed 35% of the gross area of the principle dwelling;
- ❖ Not to exceed 35% lot coverage (including all other structures on lot).



LOCATION - LOT 30 (0.60 acres)



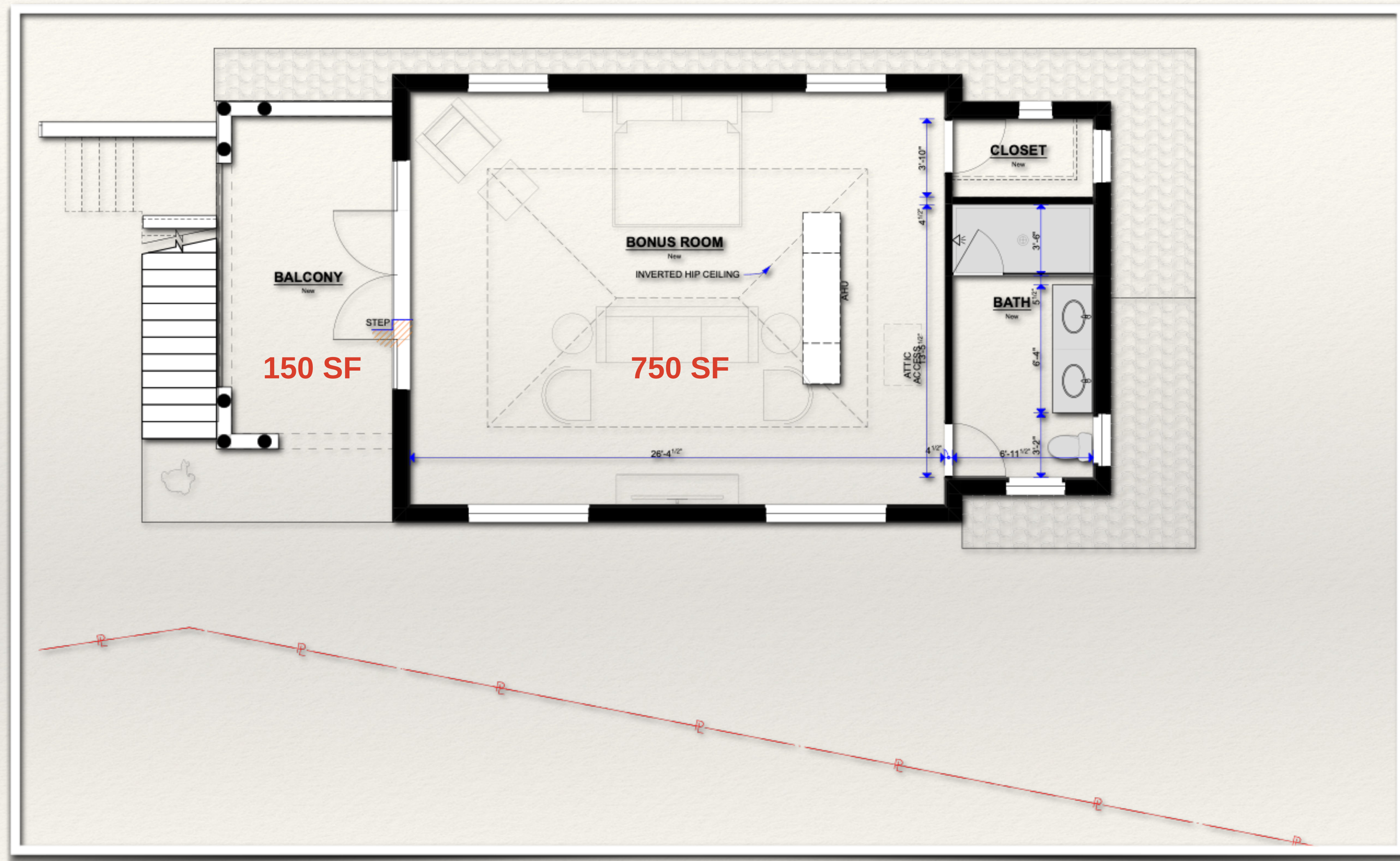
ARCHITECT
STERGAS & ASSOCIATES, AIA
architecture • interior design • planning

502 BALD EAGLE DRIVE

PROPOSED SITE PLAN



PROPOSED UPPER LEVEL GUEST COTTAGE FLOOR PLAN



ARCHITECT
STERGAS & ASSOCIATES, AIA
 architecture • interior design • planning

502 BALD EAGLE DRIVE

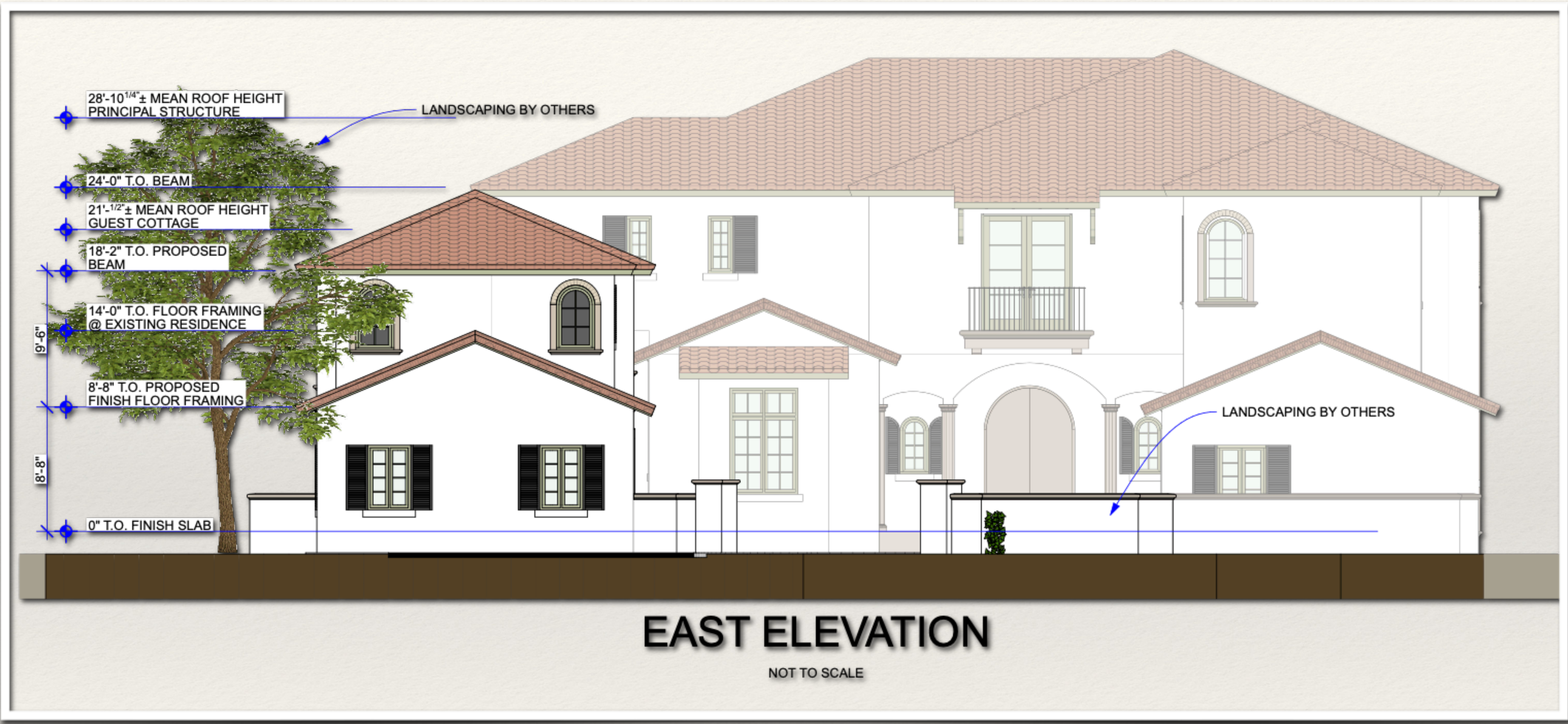
GUEST COTTAGE

- ❖ Principal Structure
 - ❖ 8,143 SQ. FT. [(3,897 SF 1st Floor A/C + 3,718 SF 2nd Floor A/C + 528 SF attached Garage) No change to existing principal structure)
- ❖ Detached Structure including existing Garage, proposed additional Garage Bay, and proposed Guest Cottage
 - ❖ 1,814 SQ. FT. (528 SF Existing detached Garage + 528 SF Proposed Garage addition + 758 SF 2nd Floor Proposed Guest Cottage)
- ❖ 22% of Principal Structure

Note: All square footage are gross/to outside of exterior walls



PROPOSED ELEVATION



ARCHITECT
STERGAS & ASSOCIATES, AIA
architecture • interior design • planning

Member of the American Institute of Architects

502 BALD EAGLE DRIVE

WAIVER REQUEST

WAIVER (CODE SECTION)	ALLOWED	PROPOSED
Dwelling Unit Type (Section 37-1323)	Single Family Dwelling in R-1	Guest Cottage

- ❖ Waiver Request to allow different type of dwelling unit in PUD
 - ❖ R-1 currently only allows for single family dwellings, Owner proposes Guest Cottage
- ❖ Historical precedent exists within POD 'B' at Lot 15A (531 Bald Eagle Drive) via Ord# 51-08 and within POD 'A' at Lot 1 & 2 (612 White Pelican Way) via Ord# 9-23



PUBLIC BENEFIT

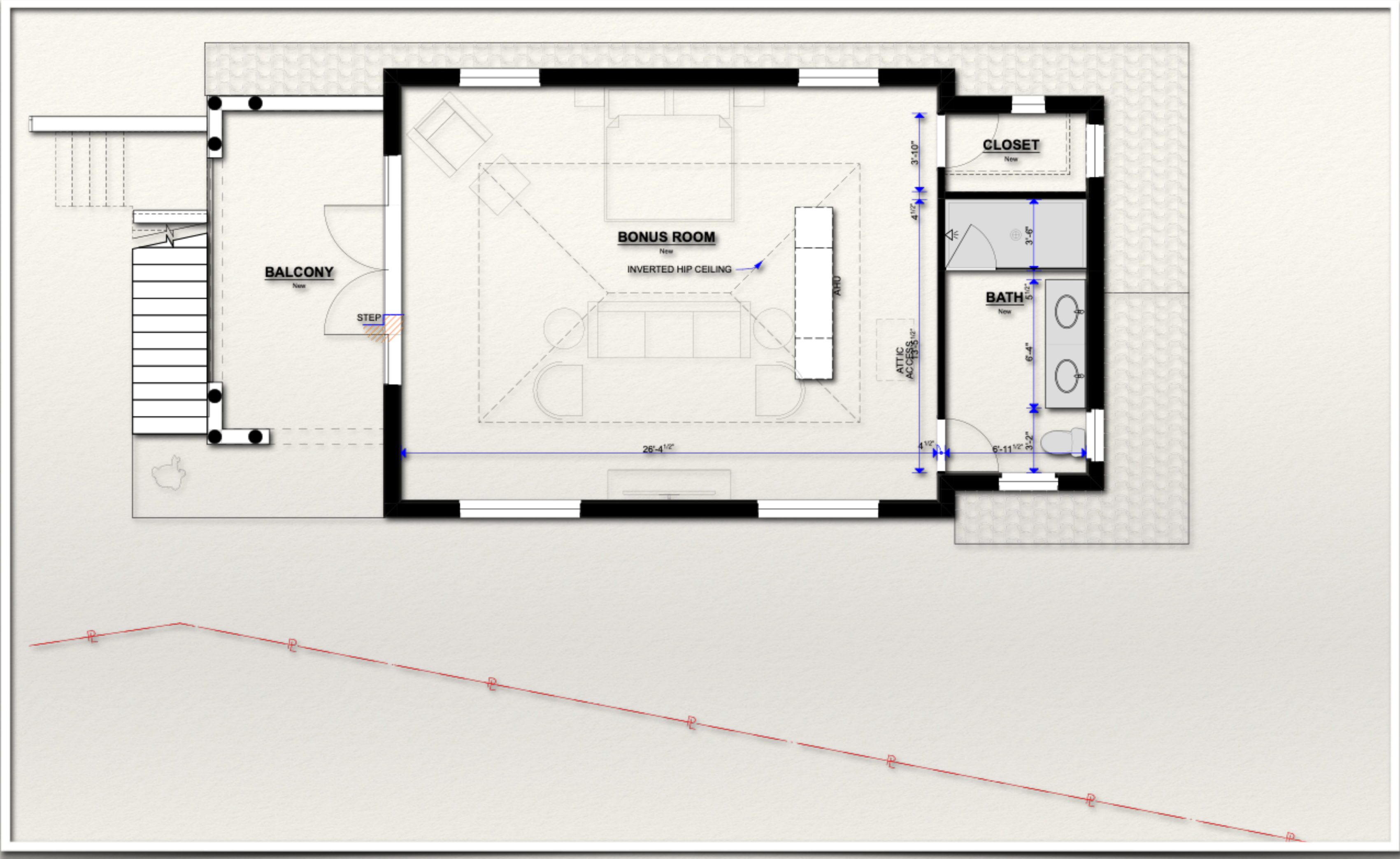
As Public Benefit for granting the waiver to the PUD to allow a Guest Cottage:

- ❖ Owner offers to donate \$10,000 to the Town to be used towards funding upgrades to Town Parks, such as the incorporation of splash pads;
- ❖ As a reference, previous waiver requests for Guest Cottages donated \$10,000 (2023 toward design & construction of Town Green) and \$7,500 (2009 toward Bus Shelter)



CONCLUSION

- ❖ Request proposes a PUD amendment to the Ritz-Carlton Golf Club and Spa to allow a guest cottage on the property located at 502 Bald Eagle Drive, Lot 50, POD 'B';
- ❖ Wavier is limited to lot 50;
- ❖ Received approval from the Trump National ARB (Architectural Review Board);
- ❖ Similar requests have been approved in POD 'A' and POD 'B';
- ❖ Owner to provide Public Benefit that will aid in the upgrading of the Town Parks, such as splash pads;
- ❖ Owner acknowledges and accepts staff Conditions of Approval



TOWN OF JUPITER
Interlocal Agreement to provide planning services for the Center Street widening



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Consideration of a resolution to approve an Interlocal Agreement between the Town of Jupiter and the Treasure Coast Regional Planning Council (TCRPC) for planning services regarding the Center Street widening.

EXECUTIVE SUMMARY

Consideration of a resolution to approve an Interlocal Agreement between the Town of Jupiter and the Treasure Coast Regional Planning Council (TCRPC) for planning services and technical assistance to the Town regarding the Center Street widening and public outreach, which is related to the Areas of Local Importance 2024-2025 Strategic Initiative.

ANALYSIS

In support of the strategic priority for Areas of Local Importance for the Center Street/Alternate A1A Redevelopment Overlay Area (ROA) and the future roadway improvements for Center Street proposed by Palm Beach County, the Town has requested that the TCRPC conduct a public outreach process to engage the community to identify a preferred design for the Center Street Corridor east of Loxahatchee River Road. The Corridor is under the jurisdiction of Palm Beach County (County) for roadway design, operations and maintenance and is currently the subject of a design analysis by the County. The goals of the process include: due diligence, stakeholder engagement, public workshops, meetings with the County to evaluate Center Street design elements, illustrative roadway designs, assistance in pursuing potential Palm Beach Transportation Planning Agency (TPA) funding opportunities, and presentations to the Palm Beach County Engineering Department and Jupiter Town Council.

The Town Attorney has reviewed the resolution and interlocal agreement and finds them to be in acceptable form.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 3-25
2. Interlocal Agreement

FUNDING SOURCE

Approved in Budget \$43,000

Sources: Planning and Zoning
operating budget - Professional
Services

Additional Funding Requested \$

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Stephanie Thoburn at
Stepht@jupiter.fl.us or 561-741-2342.

1
2
3
4
5
6
7
8 **RESOLUTION NO. 3-25**

9
10 **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN**
11 **JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE**
12 **MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT**
13 **WITH THE TREASURE COAST REGIONAL PLANNING**
14 **COUNCIL FOR PLANNING SERVICES AND TECHNICAL**
15 **ASSISTANCE RELATED TO THE WIDENING OF CENTER**
16 **STREET; AND PROVIDING FOR AN EFFECTIVE DATE.**
17

18 **WHEREAS**, the Town of Jupiter (Town) has such powers and authority as
19 conferred upon it by the Florida Constitution and Chapter 166, Fla. Stat.; and

20 **WHEREAS**, Section 163.01, Florida Statutes authorizes government agencies to
21 enter into interlocal agreements to make the most efficient use of their powers and
22 resources for their mutual benefit; and

23 **WHEREAS**, pursuant to Sections 186.502 and 120.52, Florida Statutes, the
24 Treasure Coast Regional Planning Council (TCRPC) is a regional planning agency with
25 the authority to provide planning services and technical assistance in the planning and
26 implementation of local government programs; and

27 **WHEREAS**, pursuant to Section 287.057, Florida Statutes government agencies
28 or entities can enter into contracts with each other without a request for proposal and
29 are not subject to competitive solicitation requirements; and

30 **WHEREAS**, the Town Council has identified in a Strategic Initiative the Center
31 Street/Alternate A1A Redevelopment Overlay Area as an Area of Importance for
32 planning purposes; and

33 **WHEREAS**, the Town's Planning & Zoning Department requested that TCRPC
34 provide certain planning services and technical assistance, including to assist the Town
35 staff with public outreach and regarding Palm Beach County's planned widening project
36 of Center Street within the Town; and

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the Interlocal
Agreement between the Town and the TCRPC.

Section 3. This resolution shall take effect immediately upon its execution.

#5942774 v1 26503-00001

**INTERLOCAL AGREEMENT
BETWEEN THE
TOWN OF JUPITER AND THE
TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2025 by and between the Town of Jupiter (herein referred to as “Town”), and the Treasure Coast Regional Planning Council (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The Town and TCRPC may sometimes be referred to herein as “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town has requested certain ongoing planning services and technical assistance; and

WHEREAS, pursuant to Fla. Stat. § 186.505 (19), the TCRPC is permitted to enter into contracts to provide at cost planning services and technical assistance to local governments, including the Town; and

WHEREAS, the Town and the TCRPC desire to enter into an interlocal agreement whereby the TCRPC will provide planning services and technical assistance to the Town regarding the Center Street widening and public outreach.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the TCRPC will provide planning services, public outreach, and technical assistance to the Town regarding the Center Street widening proposed by Palm Beach County.
- B. The Town and TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon its execution by both parties and shall end when the Town determines that the deliverables identified in Attachment “A” have been completed, unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The TCRPC shall fully perform the obligations identified in Scope of Work as identified in Attachment “A” and “B” of this Agreement to the satisfaction of the Town.
- C. Modifications of this Agreement may be requested by any Party. Modifications, which are mutually agreed upon, shall be valid only when reduced to writing, approved by the governing bodies of each Party and duly executed by each Party.
- D. The Town agrees to:
 - 1. Assist in coordinating and sharing all relevant documents provided to or generated by the Town associated with the Center Street widening and public outreach; and
 - 2. Process all requests from TCRPC for payment in a timely manner.

SECTION 3. RECORD KEEPING

- A. All records submitted by the TCRPC shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The TCRPC shall allow access to its records during normal business hours and upon reasonable advance requests of the Town, its employees, and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The Town shall be obligated to pay the TCRPC for only its work completed and accepted by the Town up to the date of termination pursuant to this paragraph.

SECTION 5. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Palm Beach County, State of Florida. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such

remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 6. INDEMNIFICATION

Each Party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other Parties, and the other Parties respective officers, employees, servants or agents from each Party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of action, legal or administrative proceedings, judgments, interest, attorney's fees, costs, and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the Parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 8. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by Parties hereto.

SECTION 9. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Town:

Frank J. Kitzerow, Town Manager
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Thomas J. Baird, Town Attorney
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

For the TCRPC:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 10. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement with the fees being based on the Scope of Services identified in Attachment "A." As consideration for performance of work rendered under this Agreement, the Town agrees to pay the TCRPC a fixed fee of Forty-Three Thousand and Zero Cents (\$43,000); which shall be inclusive of any travel to and from, and TCRPC employees attendance at all required meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and excludes advertising, promotional, and meeting venue expenses, which will be paid directly by the Town.
- B. The satisfactory completion of deliverables by the TCRPC, in accordance with general industry standards and best practices, together with the submission of an invoice to the Town, shall be considered the TCRPC's request for payment according to the project milestone schedule contained in Attachment "A." The Town shall pay the TCRPC for all services deemed by the Town to be complete and satisfactory within thirty (30) days of receipt of an invoice.
- C. Additional services may be provided by the TCRPC to the Town upon written amendment to the Agreement and the approval of the Town Council for a flat fee of Two Hundred Dollars and Zero Cents (\$200.00) per hour.

SECTION 11. CHOICE OF LAW VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

SECTION 12. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties.

SECTION 13. DELEGATION OF DUTY

Nothing contained herein shall authorize the delegation of the constitutional or statutory duties of the officers of the Town or the TCRPC.

SECTION 14. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 15. EQUAL OPPORTUNITY PROVISION

The Town and the TCRPC agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, gender identity, or sexual orientation be excluded from the benefits of, or be subject to any form of discrimination, under any activity carried out in the performance of the Agreement.

SECTION 16. EFFECTIVE DATE

This Agreement shall become effective upon its approval and execution by the proper officers of the Town and TCRPC, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

SECTION 17. PUBLIC RECORDS.

In performing services pursuant to this Agreement, the TCRPC shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes., the TCRPC shall:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town's custodian of public records, provide the Town 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 Agreement term and following completion of the Agreement if the TCRPC does not transfer the records to the Town.
- D. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the TCRPC or keep and maintain public records required by the Town to perform the services. If the TCRPC transfers all public records to the Town upon completion of the Agreement, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TCRPC keeps and maintains public records upon completion of the Agreement, the TCRPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, IT MUST CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT:

**LAURA CAHILL, CMC
561-741-2352
LAURAC@JUPITER.FL.US
210 MILITARY TRAIL
JUPITER, FLORIDA 33458**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

ATTEST:

Town of Jupiter

By: _____
Laura Cahill, CMC
Town Clerk

By: _____
Jim Kuretski
Mayor of the Town of Jupiter

Approved as to form and legal sufficiency:

By: _____
Thomas J. Baird
Town Attorney

ATTEST:

Treasure Coast Regional Planning Council

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form and legal sufficiency:

By: _____
Keith Davis
General Counsel

#5942931 v1 26503-00001

ATTACHMENT A
SCOPE OF SERVICES
TOWN OF JUPITER
PUBLIC ENGAGEMENT, WORKSHOP, AND RECOMMENDATIONS
FOR IMPROVEMENTS TO THE CENTER STREET CORRIDOR

DECEMBER 20, 2024

PROJECT DESCRIPTION:

The Town of Jupiter (Town) has requested that Treasure Coast Regional Planning Council (TCRPC) conduct a public outreach process to engage the community to identify a preferred design for the Center Street Corridor, which lies between Indiantown Road and A1A. The Corridor is under the jurisdiction of Palm Beach County (County) for roadway design, operations and maintenance and is currently the subject of a design analysis by the County. The goals of the process include the following:

- Due diligence to define project parameters, opportunities, and challenges
- Stakeholder engagement to solicit input
- Public workshop to gain public input on preferred design elements
- Meeting facilitation with the County to evaluate design elements
- Summary recommendations with illustration of roadway and design elements
- Maximize potential for Palm Beach Transportation Planning Agency (TPA) funding as appropriate pursuant to desired corridor design
- Presentations to County (Engineering Department) and the Jupiter Town Council

SCOPE OF SERVICES:

Task 1: Staff Coordination & Due Diligence Assessment

Staff Meeting #1

TCRPC will facilitate all staff meetings and project coordination meetings needed for the project, beginning with Staff Meeting #1, which is to clarify the project schedule and goals, gather background data, and refine the project scope as needed. The Town will provide all background documents, including GIS base map data, prior project presentations and materials, and relevant public input. Additional staff meetings will be scheduled throughout the course of the project to review public input and maintain clarity and consistency among team members on the project mission and goals. Staff Meeting #1 will be scheduled with Town staff in the first month of the

project following execution of the Interlocal Agreement. TCRPC will be responsible for agendas, facilitation, and meeting notes for all Staff Meetings.

Due Diligence Assessment

TCRPC will review background documents related to the project, including base maps, presentations, surveys, public input, and corridor drawings. Additionally, TCRPC will conduct site reconnaissance with Town staff to evaluate and photograph existing conditions.

Task 1 Deliverables

1. Facilitation of Staff Meeting #1 and Meeting Summary (Agenda, Participant List, and Meeting Notes)
2. Project Memorandum #1, including:
 - Updated Project Schedule
 - Due Diligence Assessment
 - Summary of Site Reconnaissance

Task 2: Stakeholder Outreach (Phase 1) & Staff Coordination

Town Council Interviews

In conjunction with Town staff, TCRPC will facilitate individual interviews with Town Council members to determine their desires, concerns, and design preferences for the Center Street Corridor. TCRPC will provide a meeting agenda and PowerPoint presentation and document input.

Stakeholder Interviews

To further understand background conditions, desires, and challenges, TCRPC will conduct up to ten stakeholder interviews, either in-person or virtually, in a location provided by the Town. Individual interviews will be conducted with County staff and the Palm Beach TPA. Additionally, up to eight interviews will be conducted, either individually or as focus groups, with residents and business and property owners located along or near the Center Street Corridor. The Town will be responsible for identifying interviewees and interview logistics, and TCRPC will be responsible for interview facilitation and documentation.

Staff Meeting #2

Following the completion of Stakeholder Outreach (Phase 1), TCRPC will facilitate Staff Meeting #2 to review and evaluate public input in preparation for Public Workshop #1.

Task 2 Deliverables

1. Completion of Town Council Interviews
2. Completion of stakeholder meetings (including the County, TPA, residents, and business and property owners)
3. Facilitation of Staff Meeting #2 and Meeting Summary (Agenda, Participant List, Meeting Notes)
4. Project Memorandum #2, including:
 - Summary of Town Council Input
 - Summary of Stakeholder Input

Task 3: Stakeholder Outreach (Phase 2): Public Workshop & Staff Coordination

Public Workshop

In order to gain public input regarding the design of the Center Street Corridor, TCRPC will conduct a facilitated public workshop focused on residents and business and property owners located along and close to the Center Street Corridor. TCRPC will facilitate the workshop and provide a presentation detailing the corridor, the County's preliminary design concept, and an array of various design elements intended to enhance safety, mobility, access, appearance, and the responsiveness of the corridor's design relative to its land use context. The Town will provide the workshop venue, public notice, and refreshments. TCRPC will provide workshop facilitators, presentations, and all other workshop materials. TCRPC will work with the Town's Community Relations Department and other staff as appropriate regarding workshop logistics to maximize public participation both in-person and virtually utilizing Town resources.

Staff Meeting #3

Following the Public Workshop, TCRPC will facilitate Staff Meeting #3 to review and evaluate public input and discuss general findings and design elements appropriate for the corridor.

Task 3 Deliverables

1. Facilitation of Public Workshop #1
2. Facilitation of Staff Meeting #3 and Meeting Summary (Agenda, Participant List, and Meeting Notes)
3. Project Memorandum #3, including:
 - Workshop #1 Presentation (PowerPoint format)
 - Workshop #1 Documentation (Participant List, Summary of Public Input)

Task 4: Project Report (Draft & Final Draft) & Staff/County Coordination

Project Report (Draft)

Considering due diligence, site conditions, public input, and potential design elements, TCRPC will develop and transmit a draft project report and recommendations for the Center Street Corridor design. The draft report will include illustrative design elements in select locations as appropriate that are intended to maximize responsiveness to public input; corridor safety, accessibility, and appearance; and sensitivity to land use context. The draft report will include an evaluation of the steps necessary for the Town to secure supplemental funding through the TPA.

Staff Meeting #4

Following transmittal of the draft Project Report, TCRPC will facilitate Staff Meeting #4 to review recommendations and receive comments from staff.

Town Council Briefings

TCRPC will facilitate individual briefings with Town Council members to present the draft Project Report and recommendations. TCRPC will provide a PowerPoint presentation for the briefings and record input, and the Town will be responsible for meeting logistics. The Town will transmit the draft Project Report to Palm Beach County for review.

Palm Beach County Meeting

TCRPC will facilitate an intergovernmental meeting with the County to review the draft project report and design recommendations for the Center Street Corridor.

Task 4 Deliverables

1. Project Report (draft and final draft) including:
 - a. Summary of Due Diligence
 - b. Summary of Public Input
 - c. Illustrations of Potential Design Elements
 - d. Recommended Corridor Design
 - e. Evaluation of TPA Potential Funding Sources
2. Facilitation of Staff Meeting #4 and Meeting Summary (Agenda, Participant List, and Meeting Notes)
3. Completion of Town Council briefings
4. Facilitation of County meeting to review draft Project Report and Meeting Summary (Agenda, Participant List, and Meeting Notes)

Task 5: Town Council Presentation & Project Report (Final)

Town Council Presentation

Incorporating edits as appropriate from input received in Task 4, TCRPC will present a summary of a final draft Project Report to the Town Council. The purpose of the presentation and Council input is to formally document the Town's desires regarding the design of the Center Street Corridor as a matter of public record, to advance a formal request to the County to integrate the Town's preferred design elements into the approved corridor design, and to advance the Town's pursuit of TPA funding as appropriate. TCRPC will document Council input, which will be integrated into the final Project Report as appropriate.

Project Report (Final)

Pursuant to input from the Town Council, TCRPC will develop and transmit a final project report.

Task 5 Deliverables

1. Town Council PowerPoint Presentation
2. Completion of Town Council Presentation
3. Final Project Report

DELIVERABLES:

DELIVERABLE	FORMAT
Project Memoranda, Agendas, Participant Lists and Meeting Notes from Staff, Town Council, and Stakeholder Meetings	Electronic copies in MS Word & PDF formats
Project and Workshop Presentations	Electronic copies in Power Point & PDF formats
Project Report	Electronic copy in PDF format

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of **\$43,000 (Forth-Three Thousand Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services. The fee excludes advertising, promotional, and meeting venue expenses, all of which will be paid directly by the Town.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, meeting refreshments, or promotional materials. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour.

KEY ACTION	% OF TOTAL	FEE
Execution of the Interlocal Agreement	10%	\$4,300
Completion of Tasks 1 and 2	25%	\$10,750
Completion of Task 3	30%	\$12,900
Completion of Task 4	25%	\$10,750
Completion of Task 5	10%	\$4,300
Total Fee	100%	\$43,000

ANTICIPATED SCHEDULE:

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in January 2025, is included as Attachment B.

ATTACHMENT B

SCHEDULE OF PROJECT TASKS

JUPITER - CENTER STREET OUTREACH & FACILITATION		2025											
		Q1			Q2			Q3			Q4		
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TASKS													
1	Staff Mtg 1 - Project Kickoff												
	Due Diligence (review of background documents, field work)												
2	Public Outreach, Phase 1 - Meeting Facilitation coordinated through TOJ Community Relations (Palm Beach County, Palm Beach TPA, Town Council members, focus groups - residents, business owners) (in person and virtual as determined by Town)												
	Staff Mtg 2 - Review of Due Diligence, Workshop 1 Preparation												
3	Public Workshop coordinated with TOJ Community Relations												
	Staff Mtg 3 - Review of Workshop Input & Design Intervention Options												
4	Develop Project Report (Draft)												
	Staff Mtg 4 - Review Project Report (Draft)												
	Facilitate Town Council Member Briefings												
	Facilitate Meeting with Palm Beach County												
	Staff Mtg 5 - Review Input from PBC, Revise Project Report (Final Draft) as Needed												
5	Provide Town Council Presentation of Project Report & Recommendations (FINAL DRAFT)												
	Finalize Project Report (FINAL)												

TOWN OF JUPITER
Contract for Aicher House Deck at Sawfish Bay Park



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Approval of Resolution 4-25 for the Authorization of Contract No. PZ 2024-01 with E&F Florida Enterprises Inc. D/B/A Creative Contracting Group for the construction of a wooden deck, stairs, concrete ramp, and sidewalks around the Historic Aicher House within Sawfish Bay Park in an amount not to exceed \$206,000.00.

EXECUTIVE SUMMARY

Consideration of Resolution No. 4-25 (Attachment 1) by the Town Council for the approval of the award of Contract No. PZ 2024-01, for the Aicher House Deck at Sawfish Bay Park with E&F Florida Enterprises Inc. D/B/A Creative Contracting Group in an amount not to exceed \$206,000.00. The project scope (Attachment 2) addresses the furnishing and installation of a wooden deck, stairs, concrete ramp, and sidewalks around the Historic Aicher House (*circa* 1913) within Sawfish Bay Park. The Town has worked with the low bid contractor in the past and the previous work provided met the Town's expectations, specifications, and timeliness.

Staff posted a request for proposals on Demand Star and received two bids (Attachment 3) from E&F Florida Enterprises Inc. D/B/A Creative Contracting Group and Ferreira Construction Co., Inc. for the project. Funding is provided through the Sawfish Bay Park Historic and Environmental Improvements CIP (Attachment 4), in the amount of \$255,000. In addition, The Loxahatchee Guild has committed to providing \$20,000 towards the project and is currently in preliminary discussions with the Town to possibly provide additional funding for this project. Bids were received and opened on Monday, December 9, 2024 and can be found in the attached Bid Tabulation Sheet (Attachment 5). The bids as well as the supporting documents were reviewed by Town staff and were determined to be complete.

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

ANALYSIS

In 2018, the Town Council approved the relocation of the Historic Aicher House to Sawfish Bay Park to save the structure from demolition, and the Historic Resources Board (HRB) listed the restoration and installation of an accessible ramp as a priority. In 2018, the Town Council approved the updated CIP for Sawfish Bay Park to include improvements to the Aicher House to provide public access to the Aicher House, to allow the historic structure to be utilized and to experience its history. In 2019, the HRB reviewed and provided input at several meetings on the layout and impact of the proposed ramp and deck on the historic building to ensure compliance with Secretary of Interior Standards for Historic Structures. Their comments

resulted in a deck and ramp layout and design that clearly differentiated the new structure from the historic structure and is similar to the deck and ramp that exists at the Tindall House near the Jupiter Lighthouse. Space within the Aicher House is envisioned to be used as community space for the public and possibly in conjunction with the future museum in the FEC Train Depot. Specific uses for the Aicher House will be determined at a later date with Town Council approval.

Town staff is providing Resolution No. 4-25 for consideration by Town Council for approval of the award of Contract PZ 2024-01, Aicher House Deck at Sawfish Bay Park to E&F Florida Enterprises Inc. D/B/A Creative Contracting in an amount not to exceed \$206,000.00. See attached Draft Contract (Attachment 1 - Exhibit A). In the event the Town Council approves Resolution 4-25, the Mayor will be authorized to execute the Contract on its behalf.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Resolution 4-25, including the Contract as Exhibit "A"
2. Final Plans
3. Bid Proposal
4. Sawfish Bay CIP 07-07-2023
5. Final Bid Tabulation Form

FUNDING SOURCE

Approved in Budget	\$225,000	Sources: Sawfish Bay Park Historic and Environmental Improvements CIP (R1702)
Loxahatchee Guild (Committed)	\$20,000	Sources:
Additional Funding Requested	\$	Sources:

For more information or copies of the attachments, please contact Thatcher Hart at Thatcherh@jupiter.fl.us or 561-741-2464.

1
2
3
4
5
6
7
8
9
10
11
12
13

RESOLUTION NO. 4-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH E&F FLORIDA ENTERPRISES INC. D/B/A CREATIVE CONTRACTING GROUP FOR THE CONSTRUCTION OF A WOODEN DECK, STAIRS, CONCRETE RAMP AND SIDEWALKS ASSOCIATED WITH THE HISTORIC AICHER HOUSE LOCATED AT SAWFISH BAY PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

14 **WHEREAS**, the Town of Jupiter (Town) is a municipality with those powers and
15 responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution;

16 **WHEREAS**, the Town's Planning and Zoning Department solicited bids for certain
17 construction work (the Project) to be provided associated with the Aicher House located
18 at Sawfish Bay Park; and

19 **WHEREAS**, the Project would include the furnishing and constructing a wooden
20 deck, stairs, concrete ramp and sidewalks associated with the historic Aicher House
21 located in the southern portion of Sawfish Bay Park; and

22 **WHEREAS**, upon the completion of the Project, the public will be provided public
23 access to the Aicher House and permit its use for events and Town business; and

24 **WHEREAS**, the Project supports the Town Council's 2024-2025 Strategic Priority
25 to create a "Unique, Small Town Feel"; and

26 **WHEREAS**, the Project would further a goal of the Town's Historic Resources
27 Board to build a deck for the Aicher House in Sawfish Bay Park; and

28 **WHEREAS**, the Town Council has determined that E&F Florida Enterprises Inc.
29 D/B/A creative Contractive Group is a responsive and responsible bidder

that is qualified to provide the services sought by the Town's solicitation; and

WHEREAS, the Town has budgeted funds for the Project in its Capital Improvement Plan budget which is available to fund the Project.

NOW, THEREFORE be it resolved by the Town Council of the Town of Jupiter, Florida, that:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is authorized and directed to execute the contract with E&F Florida Enterprises Inc. D/B/A Creative Contracting Group in an amount not to exceed \$206,000, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. Should any section or provision of this resolution, or any portion thereof, and paragraph, sentence, or word, ever be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portion of this Resolution.

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

Exhibit "A" – Contract

#5942764 v1 26503-00001

NR 2024-01

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
E&F FLORIDA ENTERPRISES INC. D/B/A CREATIVE CONTRACTING GROUP

THIS CONTRACT, made this _____ day of _____, 20_____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and E&F Florida Enterprises Inc. D/B/A Creative Contracting Group, 3141 Fortune Way Suite 16, Wellington, Florida 33414), a (Florida) Corporation, FEID Number (20-0261053) hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received bids on Monday December 9, 2024 for the Aicher House Deck at Sawfish Bay Park, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide services specified in the TOWN'S solicitation and CONTRACTOR'S bid; and

WHEREAS, the TOWN has found the CONTRACTOR'S bid to be acceptable and wishes to enter into this CONTRACT with CONTRACTOR; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. PZ 2024-01 entitled Aicher House Deck at Sawfish Bay Park, Palm Beach County (“Project”).

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR’S permanent business location’s county/city.
- 1.2. CONTRACTOR warrants that it examined the CONTRACT Documents and the site of the proposed work carefully investigated the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and reviewed the requirements of all CONTRACT Documents before submitting a proposal to the Town’s solicitation.
- 1.3. It is Contractor’s obligation to assure that the work is not defective. Promptly after receipt of written notice of defective work, Contractor shall correct all such defective work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective work, remove it from the project and replace it with work that is not defective. When correcting defective work, Contractor shall take no action that would void or otherwise impair the Town’s special warranty and guarantee, if any, on said work. In addition to its correction, removal, and replacement obligations with respect to defective work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective work, fines levied against the Town by governmental authorities because the work is defective, and the costs of repair or replacement of work of others resulting from defective work. Prior to final payment, if the Town and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective work, then the Town may impose a reasonable set-off against payments due under the Contract.

2. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 2.1. This Document and all amendments and addendums thereto.
- 2.2. CONTRACT plans as follows:
Exhibit A – Aicher House Proposed Deck and ADA Access Plans
- 2.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.

- 2.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms
- 2.5. Performance and Payment Bonds for CONTRACT work
- 3. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES
 - 3.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed provided by the TOWN and continue for a period of ninety (90) calendar days. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
 - 3.2. The parties agree that the Time Is Of The Essence, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement, in writing, signed by both parties to this Contract.
 - 3.3. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, one hundred dollars (\$100), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
 - 3.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT or seek other remedies provided under this Contract or under Florida law. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages pursuant to this Contract. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.
 - 3.5. In the event the Engineer determines that the performance of the Work has not progressed or reached the level of completion required by the Contract, the Engineer shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to as "**Extraordinary Measures**"). Such Extraordinary Measures shall continue until the progress of the work complies with the stage of completion required by the Contract Documents. Extraordinary Measures are solely for the purpose of ensuring the Contractor's compliance with the working schedule. The Contractor shall not be entitled to an adjustment of the Contract price or Contract Time in connection with Extraordinary Measures pursuant to this Section unless such Extraordinary Measures are ordered by the Engineer as a result of a delay for which the Contractor is entitled to an adjustment of the Contract Time pursuant to the Contract Documents.
 - 3.6. **Contractor Waives Damages for Delay and Claims for Consequential Damages.** The Contractor shall not be entitled to and hereby waives any and all claims for damages which it may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen conditions, and waives damages which it may suffer by reason of

such claims for lost profits, destruction of business, extended overhead, extended supervision, extended, unabsorbed home office overhead; the extension of time being the Contractor's sole remedy. In addition, the parties agree that for any claim the Town will not have liability for the following items of damages or expense: (i) loss of profits, incentives or bonuses, (ii) any claim other than extra work or a Contract Time Extension pursuant to the Contract Documents, (iii) consequential damages of any kind (foreseen or unforeseen), including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency. This waiver is applicable, without limitation, to all such consequential damages arising out of the termination of the Contract, nor (iv) acceleration costs and expenses, except where the Town has expressly and specifically directed the Contractor in writing "to accelerate at the Town's expense."

4. CONSIDERATION

- 4.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed two hundred and six thousand dollars and no cents (\$206,000.00).
- 4.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, or any persons employed or utilized by the CONTRACTOR in the performance of the CONTRACT. The parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.
- 4.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and hold harmless the TOWN, its elected officials, agents, guests, invitees and employees (collectively "Indemnitees"), from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.
- 5.2. The CONTRACTOR shall indemnify, defend, and hold harmless the Indemnitees from and

against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.

- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the Indemnitees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time. The Contractor's indemnification obligations in the Contract Documents, including those listed in this Section 5, shall be deemed to fully comply with Sections 725.06 and 725.08, Florida Statutes, to the extent applicable, including any amendments thereto, in all respects. To the greatest extent permitted by applicable laws, the Contractor waives for itself and its insurers any and all claims that the indemnification obligations under this Contract violate applicable laws. This indemnification is separate and apart from, and in no way limited by any insurance provided or required by Contractor under this Contract or otherwise. This Section 5 shall survive the termination of this Contract. Contractor shall include in all of its contracts for the performance of work pursuant to this Contract, if any, provisions by which each subcontractor or agent agrees to defend, indemnify and hold harmless the Indemnitees from and against indemnity claims in the same manner as Contractor is liable to the Indemnitees pursuant to this Section 5.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE; WAIVER OF JURY TRIAL

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action in any way regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit, Palm Beach County, FL for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval signed by both parties.

Differing Site Conditions. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract Documents are encountered at the site, the Contractor shall promptly, and in no event later than 10 (ten) days after first observance of the conditions, notify the TOWN in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work. If Contractor fails to timely notify the TOWN pursuant to this provision, any claim by Contractor against the TOWN arising out of the condition is waived. Upon timely receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted. The Engineer will not allow a Contract adjustment, Contract Time Extension or additional compensation, for a differing site condition unless the Contractor has provided the required timely written notice. The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Town or non-Town projects on which the Contractor may be working.

Claims for Extra Work. When the Contractor deems that additional compensation or a Contract Time Extension is required for work or materials not expressly provided for in the Contract Documents or which is by written directive expressly ordered by the Engineer, the Contractor shall give written notice to the Engineer of the Contractor's intention to make a claim for additional compensation before beginning any work on which the claim for additional compensation is to be based. If the Contractor is seeking a Contract Time Extension, either alone or in addition to a request for additional compensation, the Contractor shall submit a written preliminary request for extension of time, within ten (10) calendar days after the Contractor first becomes aware that an extension of time may be required. The Contractor's failure to deliver a written preliminary request pursuant to this Section within such ten (10) calendar day period shall be deemed a waiver of the right to an adjustment of the Contract price, additional compensation, or a Contract Time Extension.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any such attempted

unauthorized assignment shall be null and void.

10. ATTORNEY FEES

If either party initiates any legal action, to enforce or interpret this CONTRACT, the prevailing party shall be entitled to recover all its reasonable attorney's fees and costs, including fees incurred in establishing entitlement and amount of and appellate fees.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title to the goods shall pass to the Town upon delivery and final acceptance of the entire Project by the Town, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

19.1 Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Contract.

19.2 Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

19.3 Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

- 19.4 The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 19.5 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.
- 19.5.1 Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) 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.
- 19.5.2 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.

20. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 20.1 Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 20.2 The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 20.3 The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

21. SCRUTINIZED COMPANIES LIST

- 21.1 Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 21.2 The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 21.3 The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

22. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

23. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

24. CHANGES TO CONTRACT AND NON-WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

25. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Stephanie Thoburn
Assistant Director of Planning and Zoning
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

AICHER HOUSE PROPOSED DECK AND ADA ACCESS

TOWN COUNCIL

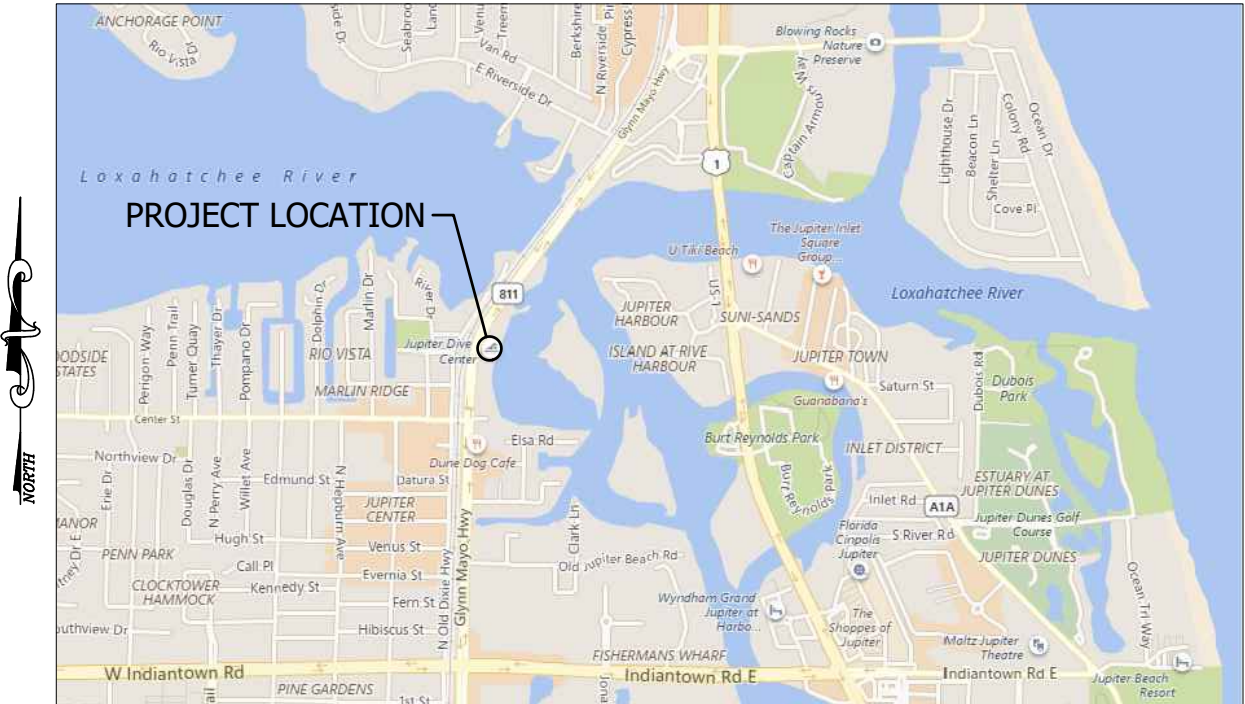
JIM KURETSKI
RON DELANEY
ANDY FORE
MALISE SUNDSTORM
CAMERON MAY
FRANK KITZEROW

MAYOR
VICE MAYOR
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
TOWN MANAGER



LOCATION MAP

N.T.S.



VICINITY MAP

N.T.S.

INDEX OF SHEETS

**SHEET
NUMBER** **SHEET TITLE**

- S0.0 COVER SHEET
- S0.1 GENERAL NOTES
- S0.2 TOWN GENERAL NOTES
- S0.5 EXISTING SURVEY
- S1.0 FOUNDATION PLAN
- S1.1 FOUNDATION PLAN
- S1.2 FOUNDATION PLAN
- S2.0 FRAMING PLAN
- S2.1 FRAMING PLAN
- S2.2 ENLARGED FRAMING PLAN
- S3.0 FOUNDATION DETAILS
- S3.1 FOUNDATION DETAILS
- S3.2 FOUNDATION DETAILS
- S3.3 FOUNDATION DETAILS
- S4.0 FRAMING DETAILS
- S4.1 FRAMING DETAILS
- S5.0 CONCRETE RAMP DETAILS

NOTE: THE SCALE OF THESE DRAWINGS MAY
HAVE CHANGED DUE TO REPRODUCTION.

NOTE:
ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.
TO CONVERT TO NGVD '29 ADD 1.506' TO THE NAVD VALUE.

NO.	REVISION	DATE	BY



2035 Vista Parkway
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110
Cert No. 6091 - LB No. 7055

PROPOSED DECK AND ADA ACCESS FOR:
AICHER HOUSE
SAWFISH BAY PARK
TOWN OF JUPITER, FLORIDA

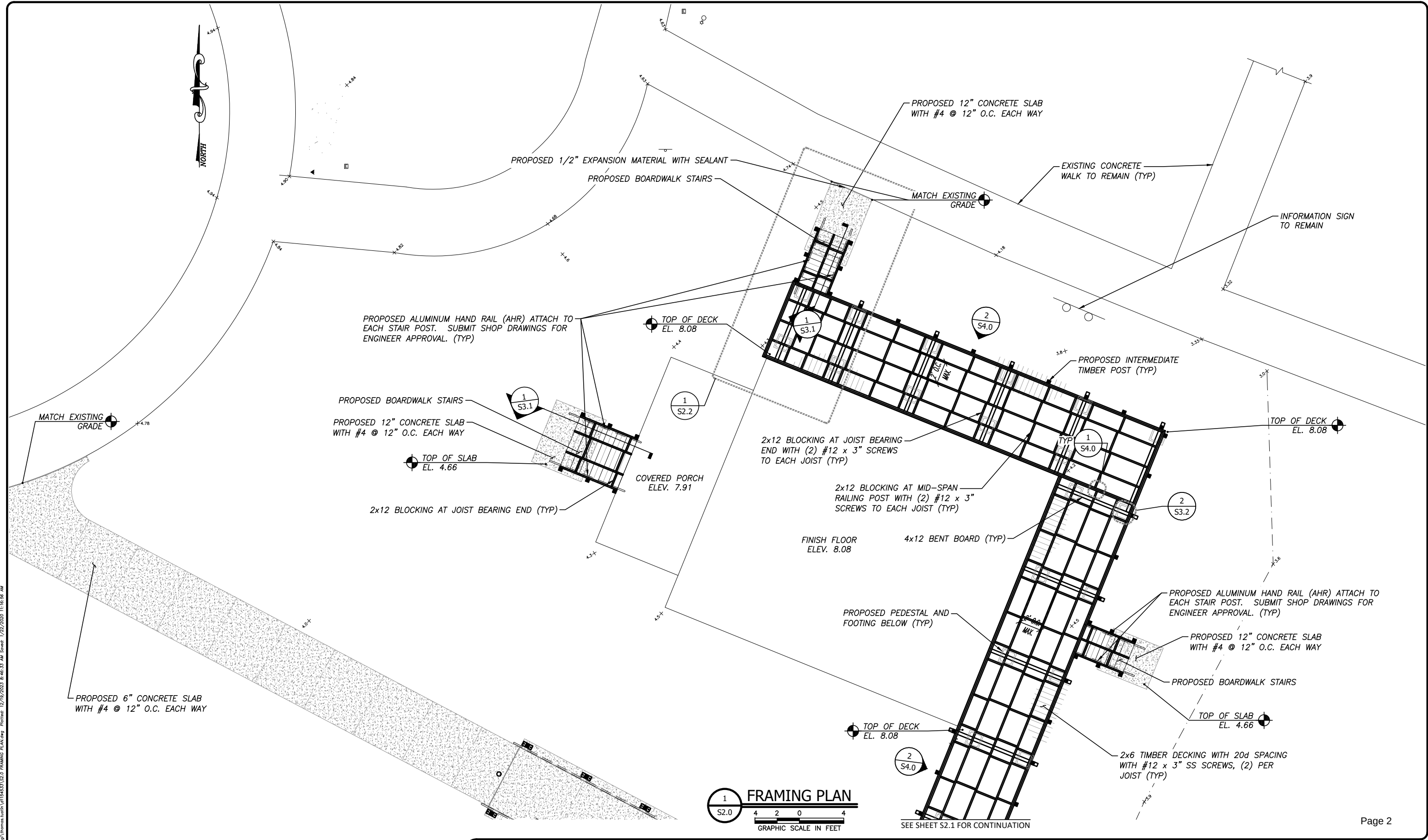
DRAWN
D.A.M.
CHECKED
J.R.B.
DATE
DECEMBER 2023
SCALE
AS NOTED

SEAL

Jeffrey R. Bergmann-50159
FLORIDA P.E. NAME & NUMBER

SHEET
S0.0
PROJECT NO.
220014
Page 14 of 431

Thomas Trautle c:\pwworking\wgl\homer\kash\01545531\02.0 FRAMING PLAN.dwg Plot Date: 12/19/2023 8:46:33 AM Saved: 1/22/2020 11:45:56 AM



1
S2.0
FRAMING PLAN
4 2 0 4
GRAPHIC SCALE IN FEET

SEE SHEET S2.1 FOR CONTINUATION

NOTE:
ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.
TO CONVERT TO NGVD '29 ADD 1.506' TO THE NAVD VALUE.

NOTE: THE SCALE OF THESE DRAWINGS MAY
HAVE CHANGED DUE TO REPRODUCTION.

NO.	REVISION	DATE	BY



2035 Vista Parkway
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110
Cert No. 6091 - LB No. 7055

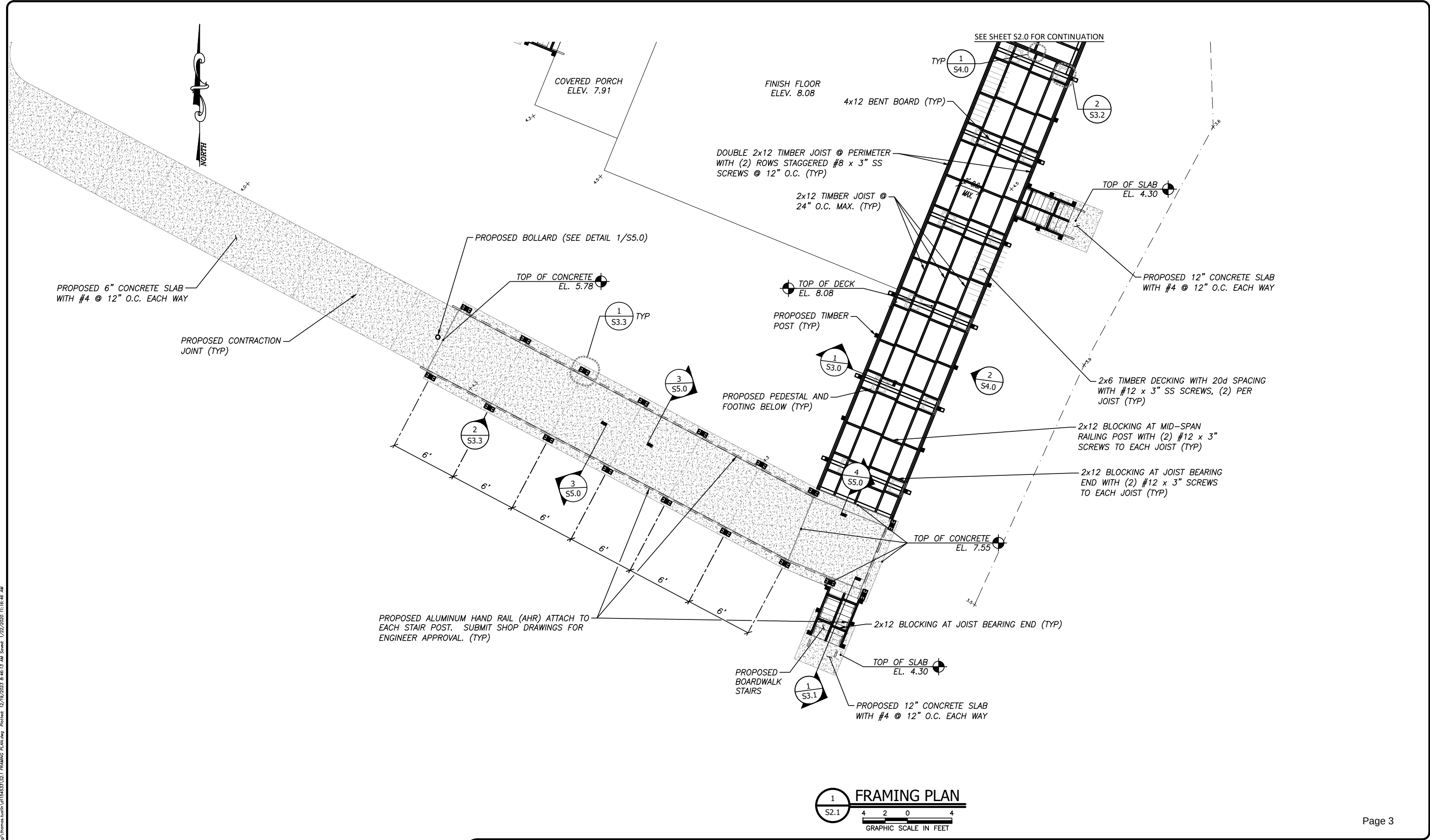
PROPOSED DECK AND ADA ACCESS FOR:
AICHER HOUSE
SAWFISH BAY PARK
TOWN OF JUPITER, FLORIDA

DRAWN
D.A.M.
CHECKED
J.R.B.
DATE
DECEMBER 2023
SCALE
AS NOTED

SEAL
Jeffrey R. Bergmann-50159
FLORIDA P.E. NAME & NUMBER

SHEET
S2.0
PROJECT NO.
Page 185 of 431

Thomas Trafts - c:\pwworking\wgl\thomas.trafts\01545531\01 FRAMING PLAN.dwg Plot Date: 12/19/2023 8:46:13 AM Scale: 1/2"=1'-0" 12/19/2023 11:16:46 AM



NOTE:
ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.
TO CONVERT TO NGVD '29 ADD 1.506' TO THE NAVD VALUE.

NOTE: THE SCALE OF THESE DRAWINGS MAY
HAVE CHANGED DUE TO REPRODUCTION.

NO.	REVISION	DATE	BY



2035 Vista Parkway
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110
Cert No. 6091 - LB No. 7055

PROPOSED DECK AND ADA ACCESS FOR:
AICHER HOUSE
SAWFISH BAY PARK
TOWN OF JUPITER, FLORIDA

DRAWN
D.A.M.
CHECKED
J.R.B.
DATE
DECEMBER 2023
SCALE
AS NOTED

SEAL
Jeffrey R. Bergmann-50159
FLORIDA P.E. NAME & NUMBER

SHEET
S2.1
PROJECT NO.
Page 186 of 431

BIDDER'S CERTIFICATION

I certify that this Bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 19 inclusive of the Invitation to Bid as well as any special instructions if applicable.

E + F Florida Enterprises INC.

CORRECT LEGAL NAME OF BIDDER:

OLSA CREATIVE Contracting Group

Lisa Addis
 (SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: *V.P. /owner*

TYPED/PRINTED NAME OF
 AUTHORIZED AGENT: *Lisa Addis*

ADDRESS: *3141 Fortune Way S-16*
Wellington FL 33414

PHONE NO: *(561) 333-1445*

FEDERAL ID NUMBER OR SOCIAL
 SECURITY NUMBER OF BIDDER:

200261053

TRENCH SAFETY ACT

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR's. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Bidder must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write "not applicable" below.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL:	

N/A Less than 5 feet

(ATTACH SEPARATE SHEET IF NECESSARY)

No separate payment will be made by the Town for the cost of trench safety and compliance. Include the cost of any required and necessary trench safety in the contract pay items.

BID
AICHER HOUSE DECK AT SAWFISH BAY PARK
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA
CONTRACT NO.: PZ 2024-01

DATE**SUBMITTED:**12-5-24**BIDDERS NAME:**Creative Contracting Group

1. The undersigned Bidder, hereby warrants and affirms under oath and penalty of perjury that the only person(s) who has a financial interest in the Bid as Principal(s) is/are expressly named herein; that no other person(s) other than those listed herein has any financial interest in this Bid or in the Contract to be awarded; that this Bid is made without the joint or co-venture, partnership, assistance or other relationship or connection with any other person or entity submitting a Bid in this procurement; and that the Bid made is in all respects fair, in good faith and made without collusion or fraud.
2. The Bidder further declares that the Bidder has examined the site or location, of the Work and is fully informed as to all conditions pertaining to the location of the Work; that the Bidder has examined the Plans and Specifications for the Work and the Contract Documents, including but not limited to, the Request For Bids, Instructions to Bidders, Bid Form, Bid Bond, Sworn Statement on Public Entity Crimes, Sample Contract, General and Supplemental Conditions, Technical Specifications, and all other forms included with the Bid Documents, and has read all of the Bid Documents furnished by the Town prior to the opening of Bids; and that the Bidder fully understands the Work to be performed.
3. If this Bid is accepted, the undersigned Bidder agrees to complete all Work under this Contract within ninety (90) calendar days from the date established by the Town in the "Notice to Proceed with Contract Work."
4. If the Contractor fails to complete the Work within the time fixed by the Contract, or any extension thereof granted, the Contractor shall be liable to the Town, not as a penalty but as liquidated damages, the sum of **\$100.00** for each calendar day that the Work remains incomplete after the Contract completion date or any extension thereof, plus any monies paid by the Town to any other person or entity to preserve or complete the Work. The liquidated damages and other costs shall be deducted from monies due to be paid the Contractor by the Town, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor and the Contractor's Surety shall be liable for the amount due.

Item	Description	Unit	Quantity	Unit Price	Total Price
5.1	Indemnification Pursuant to Section 8, Indemnification, payment for this bid item will be made at the Contract Lump Sum Price of \$100.00 as part of the first invoice in the first pay request. This indemnification shall remain in force during the entire contract period and any subsequent extensions.	LS	1	\$100.00	\$100.00
	Unit Price Written in Words: One Hundred Dollars and No Cents				
2.2	Deck and ADA Access	LS	1	193,900. ⁰⁰	193,900. ⁰⁰
	Unit Price Written in Words: one hundred ninety three thousand, nine hundred dollars and zero cents.				
1000-1	Contingency Contingency work determined in accordance with Sub-Article 3.2.2 of the Contract and as directed by the Project Manager.	LS	1	\$12,000.00	\$12,000.00
	Unit Price Written in Words: Twelve Thousand Dollars and No Cents				
GRAND TOTAL PRICE FOR CONTRACT				\$ 206,000. ⁰⁰	
WRITTEN AMOUNT: Two Hundred and six thousand dollars and no cents					

5. If this Bid is accepted, it is understood that all terms and conditions of the Bid documents shall be binding upon the parties. If awarded the Contract, the undersigned Bidder agrees to execute a Contract with Town of Jupiter which shall memorialize the terms and conditions of the Work including the required bonds (each bond equal to one hundred percent (100%) of the total Contract Bid), the insurance, indemnification, the, Instructions to Bidders, General Conditions, Supplemental Conditions, Technical Specifications, and Plans.
6. Attached to this Bid Form is a cashiers check or approved Bid Bond for the sum of Dollars (\$ 10,300.⁰⁰) as required by the Instructions to Bidders. *50% of Bid*
7. The Bidder understands that this Bid does not constitute a contract with the Bidder. There is no official contract binding the parties until: (1) bids are reviewed and accepted by Town staff; (2) the Contract has been approved by the appropriate level of authority within the Town; and (3) the Contract has been executed by both parties.
8. The undersigned Bidder understands and agrees that if the Bidder is awarded the Contract but fails to execute and deliver the Contract and the Bonds within fifteen (15) days after receipt of the Contract, then the Bid Bond or securities accompanying the Bid, shall be paid to the Town of Jupiter, otherwise, the Bid Bond or Bid security shall be returned to the Bidder.
9. The legal name of the Bidder together with the signature of the person authorized to bind the Bidder, and the signature of any licensee qualifying the Bidder, must appear on the signature page of this Bid.

10. The Bidder understands and agrees that the Bidder must perform all work necessary to complete the job as described in the Plans and Specifications. Payment will be made only for the actual quantities of Work performed and accepted or materials furnished in accordance with the Contract. All work and materials not specified under "Item Description" in the Bid shall be considered incidental to the Contract.
11. The undersigned Bidder hereby states that, in making this Bid, the Bidder has complied with Section 725.06, Florida Statutes (if that law is applicable to this project), by including in the amount of the Bid, the specific consideration for the indemnification of the Town by the Bidder as required by this statute.
12. Both the Bidder and the licensee shall fill in the information below as required by Chapter 489, Florida Statutes. Licensee is defined herein as the person who is the licensed Contractor who qualifies the bidding entity. If the Bidder is an individual, the individual must be licensed. (Please print or type, excluding signatures).

NAME:

Creative Contracting Group

ADDRESS

3141 Fortune Way S-16 Wellington FL 33414FEID OR SOCIAL SECURITY
NUMBER200261053

LICENSE NUMBER

CGC1513410

STATE OR COUNTY:

Florida

LICENSE TYPE:

Certified General Contractor(Attach a copy of License) next page.

LICENSE LIMITATIONS, IF ANY:

N/A

(Attach a separate sheet of limitations, if necessary)

LICENSEE SIGNATURE:

Lisa Addis

BIDDER'S NAME:

Lisa Addis

BIDDER'S SIGNATURE:

Lisa Addis

BIDDER'S ADDRESS:

3141 Fortune Way S-16 Wellington FL 33414

BIDDER'S PHONE NUMBER:

561-333-1445

BIDDER'S FAX NUMBER:

561-333-7894**ADDENDUM ACKNOWLEDGEMENT (If necessary)**The Bidder has received Addendum No. 01, dated Dec 2nd, 2024The Bidder has received Addendum No. 02, dated Dec 4th, 2024

Addendum #1
QUESTIONS AND ANSWERS
Aicher House Deck at Sawfish Bay Park
Contract Number PZ 2024-01
December 2, 2024

Question and Answers

- 1. Is there a hard submittal that requires one original and one electronic submittal?**

Answer: Yes, there is a hard submittal that requires one hard copy original and one electronic submittal to be submitted by December 9, 2024 at 10:00am. Please submit the necessary documents to the address noted on page thirteen (13) of the Invitation to Bid Document.

- 2. There is a discrepancy on the bid bond amount and requirement between Demand Star and the bid documents. Is a bid bond required and what is the correct bond amount?**

Answer: A bid bond is required with the submittal of the bid in the amount of \$12,000 as noted on page one hundred and twenty-nine (pg. 129) within the Invitation to Bid document that has been uploaded to Demand Star. For any discrepancy with regard to this requirement please review the Invitation to Bid Document.

Addendum #2
Revision to Addendum #1 - QUESTIONS AND ANSWERS
Aicher House Deck at Sawfish Bay Park
Contract Number PZ 2024-01
December 4, 2024

Question and Answers

- 1. Is there a hard submittal that requires one original and one electronic submittal?**

Answer: Yes, a paper copy and digital copy on a flash drive of the submitted bid documents are required to be submitted by the deadline of December 9, 2024 at 10:00am to the Town Clerks office as noted on page thirteen (13) of the Invitation to Bid Document.

- 2. There is a discrepancy on the bid bond amount and requirement between Demand Star and the bid documents. Is a bid bond required and what is the correct bond amount?**

Answer: The bid bond that is required with the submittal of the bid shall be in the amount of five (5) percent of the bid amount. The inserted amount of \$12,000 as noted on page one hundred and twenty-nine (pg. 129) is incorrect.



Ron DeSantis, Governor

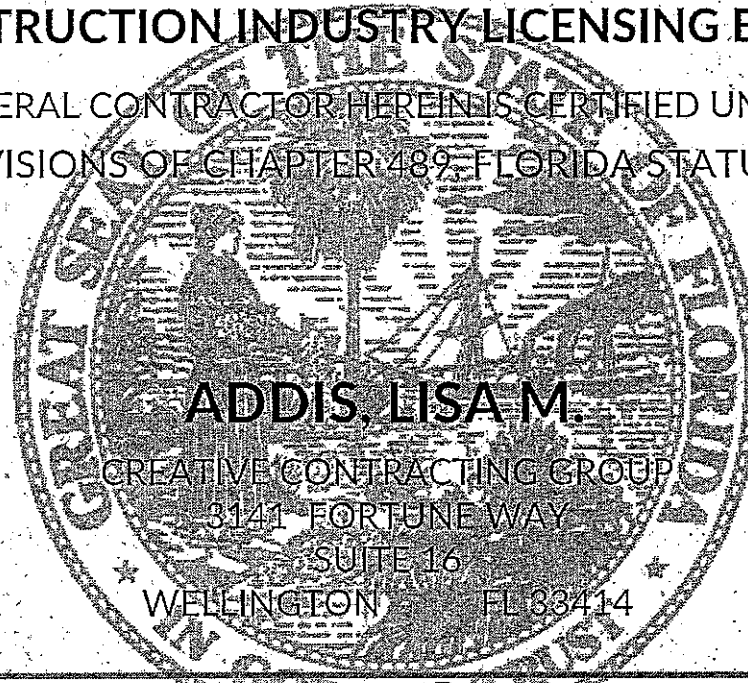
Melanie S. Griffin, Secretary



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



ADDIS, LISA M.

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY

SUITE 16

WELLINGTON

FL 33414

LICENSE NUMBER: CGC1513410

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

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.



The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

If an **INDIVIDUAL** is a Bidder,
sign on this line. If doing business
as another entity.

(Signature)

If a **PARTNERSHIP** is a Bidder,
fill in name of Partnership, followed
by the signature of the partner
signing.

(Address)

(Signature)

Business address of Partnership
(Names and addresses of all partners.
Attach separate sheet if necessary.

(Address)

(Name of Partnership)

(Business Address of Partnership)

If a **CORPORATION** is Bidder, fill
in the name of the Corporation,
followed by the signature of the
President or Vice President.

E+P Florida Enterprises Inc.

(Name of Corporation)

Lisa Addis

Vice (President)

3141 Fortune Way S-16 Wellington FL 33414

(Address)

If a Bidder is a **CORPORATION**,
affix Corporate Seal.

(Corporate Seal) N/A

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Frank Addis, certify that I am the Secretary of the Corporation named as principal in the within Bond; that LISA Addis, who signed the said Bond on behalf of the principal, was then ^{VP}President of said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Frank Addis

Secretary

(Corporate Seal) N/A

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Frank Addis, certify that I am the Secretary of the Corporation named as principal in the within Bond; that LISA Addis, who signed the said Bond on behalf of the principal, was then ^{VP}President of said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Frank Addis

Secretary

(Corporate Seal) N/A

BID BOND

COUNTY OF Palm Beach RFB No. PZ 2024-01
STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, E&F Florida Enterprises Inc
DBA Creative Contracting Group, as Principal and
United States Fire Insurance Company, as Surety, are held and firmly bound unto Town of Jupiter in
the penal sum of \$ Five Percent of Amount Bid dollars (\$ 5%) lawful money of the United States, for
the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying bid, dated December 9th, 20 24, for the Contract and Specifications
for the Bid Number PZ 2024-01 - Aicher House Deck at Sawfish Bay Park

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after date of
opening of the same and shall within fifteen (15) calendar days after the prescribed forms are presented to
him for signature, enter into a written contract with the Town of Jupiter, in accordance with the Bid, as
accepted, and shall give such bond or bonds as may be specified in the Bidding or Contract documents,
with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment
of such Contract, and for the payment of labor and supplies incurred in connection therewith, or in the event
of the withdrawal of said Bid within the period specified, in the failure to enter into such Contract and give
such bonds within the time specified, if the Principal shall pay the Town the difference between the amount
specified in said Bid and the amount for which the Town may procure the required work and/or supplies,
if the latter amount be in excess of the former, then the above obligations shall be void and of no effect,
otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals
this 9th day of December, 20 24, the name and corporate seal, if applicable,
being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority
of its governing body.

IF AN INDIVIDUAL, IN THE PRESENCE OF:

 (Individual Principal) ^{n/a} By: _____ (Witness)

 (Business Address) ^{N/A}

 (Individual Principal) By: _____ (Witness)

 (Business Address)

IF A CORPORATION, ATTEST:

E&F Florida Enterprises Inc DBA Creative Contracting Group

(Corporate Seal) ^{N/A}

By: _____

(Corporate Principal)

3141 Fortune Way S-16, Wellington, FL 33414

(Business Address)

^{Lisa Addis}
 Vice(President)

By: _____
 (Secretary)

ATTEST:

(Corporate Seal)

By: _____ ^{n/a}

(Corporate Principal)

(Business Address)

By: _____
 (Secretary)

Surety: United States Fire Insurance Company

By: _____
 (Name of Firm)

Title: Brett Rosenhaus, Attorney-in-Fact

Address for Notices:

305 Madison Avenue, Morristown, NJ 07962

Note: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

02725

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Dave Hoover, Brett Rosenhaus, Kevin Wojtowicz, Laura Mosholder

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

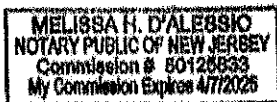
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 9th day of December 2024

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

**SWORN STATEMENT UNDER 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Contract No. p2 2024/01 A for TOWN of Jupiter

2. This sworn statement is submitted by creative Contracting Group.
(Name of entity submitting sworn statement)

Whose business address is 3141 Fortune Way S16 Wellington FL 33414

(if applicable) its Federal Employer Identification Number (FEID) is 200261053

(if the entity has no FEID, include the Social Security Number (SSAN) of the individual signing this sworn statement N/A (SSAN)

3. My name is LISA Addis and my relationship
(Please print name of individual signing this form)

to the entity named above is Vice President

4. 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 with 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.

5. 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, non-jury trial, or entry of plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

6.1. A predecessor or successor of a person convicted of a public entity crime; or

6.2. 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.

7. 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.

IMPORTANT: THE CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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]

(Signature)

12-4-24

(Date)

Sworn to and subscribed before
me by means of ☒ physical
presence or ☐ online
notarization, this

4th

Day of

December

20 24

Personally known

yes

Produced
identification

N/A

Notary Public, State
of

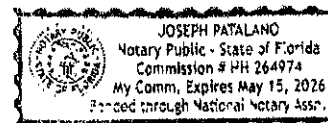
Florida

My commission
expires

[Signature]

5-15-26

(Printed typed or stamped commissioned name of notary)



**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION - LOWER TIER PARTICIPANT**

Certification regarding Debarment Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions pursuant to 49 CFR 24, Code of Federal Regulations, Part 24.510(b):

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, nor it's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective Lower-Tier participant further certifies that:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I/we knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if, at any time, we learn that my/our certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I/we will not knowingly enter into any Lower-Tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we will include this Certification, without modification, in all Lower-Tier covered transactions and in all solicitations for Lower-Tier covered transactions.

Contractor Name: Creative Contracting Group
 Address: 3141 Fortune Way S16
 City: Wellington State: FL Zip: 33414
 Signature: [Signature] Date: 12-4-27

NON-CERTIFICATION:

Contractor Name: [Signature]
 Address: [Signature]
 City: _____ State: _____ Zip: _____
 Signature: _____ Date: _____

CERTIFIED RESOLUTION

I, Frank Addis (Name), the duly elected Secretary of creative Contracting Group (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation. "IT IS HEREBY RESOLVED THAT Lisa Addis (Name)" The duly elected V.P. (Title of Officer) of creative Contracting Group (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the Town of Jupiter and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The Town of Jupiter shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Lisa Addis</u>	<u>V.P.</u>	<u>[Signature]</u>
<u>Frank Addis</u>	<u>Secretary</u>	<u>[Signature]</u>

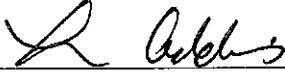
Given under my hand and the Seal of the said corporation this 4th day of December, 2024

(SEAL) By: [Signature] Secretary creative Contracting Group Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the Town of Jupiter that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature 

Date 12-4-24

Name and Title of Signer (Please Type) LISA Addis, V.P.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Jupiter
(Purchasing Administrator)

ADDRESS: 210 Military Trail
Jupiter, Florida 33458

CIRCLE ONE

SUBMITTED BY: Creative Contracting Group

Corporation
Partnership
Individual
Other

NAME: Lisa Addis

ADDRESS: 3141 Fortune Way S-16
Wellington FL 33414

TELEPHONE NO. 561-333-1445

FAX NO. 561-333-7894

E-MAIL ADDRESS: creativecontractor@a.comcast.net

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 Bidder is: E & F Florida Enterprises Inc.
The address of the principal place of business is: 3141 Fortune Way S-16
Wellington FL 33414

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: 10/09/2003
b. State of Incorporation: Florida
c. President's name: N/A
d. Vice President's name: Lisa Addis
e. Secretary's name: Frank Addis
f. Treasurer's name: N/A
g. Name and address of Resident Agent:

Lisa Addis
3141 Fortune Way S-16
Wellington FL 33414

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: N/A

- b. Name, address and ownership units of all partners:
- N/A
- c. State whether general or limited partnership: _____
4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
- N/A
5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. next page.
6. How many years has your organization been in business under its present business name?
- 21 years
- a. Under what other former names has your organization operated?
- N/A none
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
- Florida Certified General Contractor. CGC1513410 next pages
8. Have you personally inspected the site of the proposed work?
(Y) ☒ (N) _____
9. Do you have a complete set of documents, including drawings and addenda?
(Y) ☒ (N) _____
10. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) _____ (N) ☒ (non-mandatory)
11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
No
12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

APPLICATION FOR RENEWAL OF FICTITIOUS NAME

REGISTRATION# G14000016274

Fictitious Name: CREATIVE CONTRACTING GROUP

FILED
Mar 01, 2019
Secretary of State
G19000029069

Current Mailing Address:

4210 SEA MIST WAY
WELLINGTON, FL 33449

New Mailing Address:

4210 SEA MIST WAY
WELLINGTON, FL 33449 US

Current County of Principal Place of Business:

PALM BEACH

New County of Principal Place of Business:

Current FEI Number:

20-0261053

New FEI Number:

Current Owner(s):

Document #: P03000112054 () Delete
FEI #: 20-0261053
Name: E&F FLORIDA ENTERPRISES, INCE
Address: 3141 FORTUNE WAY, SUITE 18
City-St-Zip: WELLINGTON, FL 33414

Additions/Changes to Owner(s):

Document #: () Change () Addition
FEI #:
Name:
Address:
City-St-Zip:

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I understand that the electronic signature below shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

LISA ADDIS

03/01/2019

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ()

State of Florida

Department of State

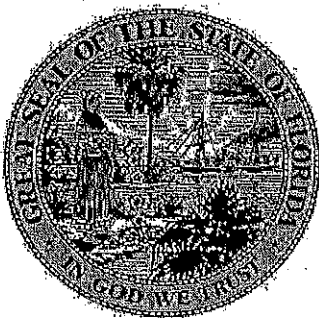
I certify from the records of this office that E&F FLORIDA ENTERPRISES INC. is a corporation organized under the laws of the State of Florida, filed on October 9, 2003.

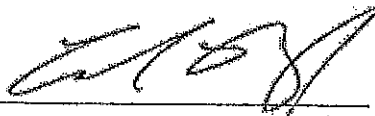
The document number of this corporation is P03000112054.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 3, 2023, 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 Tenth day of October, 2023*




Secretary of State

Tracking Number: 6891882504CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

E&F FLORIDA ENTERPRISES INC.

Filing Information

Document Number P03000112054

FEI/EIN Number 20-0261063

Date Filed 10/09/2003

State FL

Status ACTIVE

Principal Address

3141 FORTUNE WAY
SUITE 16
wellington, FL 33414

Changed: 05/28/2020

Mailing Address

17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Registered Agent Name & Address

BUDNER, MORDECAI
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Officer/Director Detail

Name & Address

Title VP

ADDIS, LISA
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Title Secretary

ADDIS, FRANK
11376 REGATTA LANE
WELLINGTON, FL 33449

Annual Reports

NO

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

L Addis

Signature

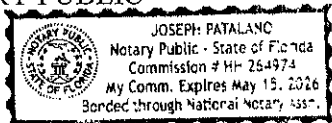
State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of December, 2024 By Lisa Addis of Creative Contractors Group who is personally known to me or who has produced n/a as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

Joseph Patalano

NOTARY PUBLIC



(Name of Notary Public: Print,
Stamp, or type as Commissioned)

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM AND
SUBMIT WITH BID**

DEPARTMENT OF STATE CORPORATE CHARTER NO. N/A

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, You must check below the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

1. A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
2. The following activities, among others, do not constitute transacting business within the meaning of subsection 1:
 - ☐ a. Maintaining, defending, or settling any proceeding.
 - ☐ b. Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ☐ c. Maintaining bank accounts.
 - ☐ d. Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ☐ e. Selling through independent contractors.
 - ☐ f. Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ☐ g. Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ☐ h. Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ☐ i. Transacting business in interstate commerce.
 - ☐ j. Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ☐ k. Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ☐ l. Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ☐ m. Owning, without more, real or personal property.
3. The list of activities in subsection (2) is not exhaustive.
4. This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) ☐ Partnership, Joint Venture, Estate or Trust
 (II) ☐ Sole Proprietorship or Self Employees

Note: This sheet MUST be enclosed with your bid if you claim an exemption or have checked (I) or (II) above. If you do not check (I) or (II) above, your firm will be considered a corporation and subject to all requirements listed herein.

Bidder's Correct Legal Name

Signature of Authorized Agent of Bidder

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract. BIDDER (COMPANY NAME): CREATIVE Contracting Group

ADDRESS: 3141 Fortune Way S16 Wellington FL 33414

TELEPHONE NO: () 561-333-1445

CONTACT PERSON: Lisa Addis

TITLE: V.P. / owner

NUMBER OF YEARS IN BUSINESS: 21 years

ADDRESS OF NEAREST FACILITY: S/A/A.

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: TOWN OF LANTANA
 ADDRESS: 500 Greyhounds circle Lantana FL.
 TELEPHONE NO: () 561-540-5754
 CONTACT PERSON: Nadine Shawah
 TITLE: Park + Rec Superintendent.
 DATE PRODUCTS SOLD: 11/2024
2. COMPANY NAME: Town of Lake Park
 ADDRESS: 535 PARK AVE Lake Park FL
 TELEPHONE NO: () 561-891-3345 ext 647
 CONTACT PERSON: John Willie
 TITLE: Projects Coordinator
 DATE PRODUCTS SOLD: 11/2023
3. COMPANY NAME: Village of Wellington
 ADDRESS: 12300 Forest hill blvd. Wellington FL
 TELEPHONE NO: () 561-791-4127
 CONTACT PERSON: Marcu Roselli
 TITLE: Operations Mgr.
 DATE PRODUCTS SOLD: 2000 - present.

BID CHECKLIST
AICHER HOUSE DECK AT SAWFISH BAY PARK
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA
CONTRACT NO. PZ 2024-01

Bidders Name: Creative Contracting Group

Bidders are encouraged to read all items in the Instructions to Bidders in order to insure all Bid Forms are completed and attached. This checklist must be completed and attached with all indicated forms executed properly.

1. Complete Bidder's Certification
2. Complete Trench Safety Act, if necessary.
3. Properly complete the Bid Form.
 - a. Fill in all blanks on the Bid Form
 - b. Insert your prices for lump sum items, unit bid items the properly extend and/or sum bid item prices for the total Bid.
 - c. Sign, date and provide corporate seal (if applicable) including witnesses.
 - d. Attach a copy of the qualifier's State or County (as applicable) Contracting License.
 - e. Bid is signed by one duly authorized to do so, if not attach principal's written authorization to do so.
 - f. Bids by corporation must be executed in the Corporation Name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
 - g. Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
 - h. If the Bid involves a joint venture, a copy of the joint venture agreement shall be included with the Bid along with the attached "Statement of Business Organization".
4. Complete Certificate as to Corporate Principal.
5. Bid Bond - If a Bid Bond is provided, properly execute the attached Bid Bond Form.
 - a. Fill in all blanks on the Bid Bond form.
 - b. Sign, date and provide corporate seal (if applicable) including witnesses.
 - c. Attach Bid Bond from the Surety which includes the Company Seal.
6. Complete, sign, date and notarize the Sworn Statement on Public Entities Crime.
7. Complete Debarment Certification/
8. Complete Certified Resolution.
9. Complete Qualifications Statement.
10. Complete Certificate of Non-Segregated Facilities.
11. Complete Foreign (Non Florida) Corporations.

12. Fill out references.
13. Certificates of Insurances, if required.
14. Acknowledge receipt of any and all Addenda.

The above listed items shall be fully completed and submitted by the Contractor. Failure to do so may result in your Bid being deemed non-responsive.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2024

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: Troy Slssom	
Insured Choice of North America		PHONE (A/C No. Ext): (561) 736-6022	FAX (A/C No.): (561) 736-6052
706 W. Boynton Beach Blvd. #110		E-MAIL ADDRESS: glnger@insuredchoice.com	
Boynton Beach FL 33426		INSURER(S) AFFORDING COVERAGE	
		INSURER A: JAMES RIVER INS CO	
		INSURER B: JAMES RIVER INS CO	
		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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		00115201-3	04/05/2024	04/05/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY		00153583-0	04/05/2024	04/05/2025	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) \$
						\$
						\$
B	UMBRELLA LIAB	☐ OCCUR	00153583-0	04/05/2024	04/05/2025	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB	☒ CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED	RETENTION \$				\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A			PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nt)	☐ Y/N				E.L. EACH ACCIDENT \$
	if yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2024

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 Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC	561-392-3300	CONTACT NAME: PHONE (A/C, No, Ext): 561-392-3300 FAX (A/C, No): 561-361-1132 E-MAIL ADDRESS: certs@workerscompgroup.com
INSURED E&F Florida Enterprises, Inc DBA Creative Contracting Group 3141 Fortune Way # 16 Wellington, FL 33414		INSURER(S) AFFORDING COVERAGE INSURER A: FCBI Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 15764

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 INSD	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 OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10667977-2024	04/16/2024	04/16/2025	PER STATUTE ☒ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				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	CANCELLATION
PROOF OF	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Proof of Insurance Only XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Floridian Coastline Group 2450 E Commercial Blvd Suite 203 Ft Lauderdale FL 33308		CONTACT NAME: Ana Grajales PHONE (A/C No, Ext): (954) 302-4531 FAX (A/C, No): (954) 692-3941 E-MAIL ADDRESS: ana@floridiancoastline.com	
INSURED E&F FLORIDA ENTERPRISES, INC DBA CREATIVE CONTRACTORS GROUP 3141 FORTUNE WAY STE 16 WELLINGTON FL 33414		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL16122103216

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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BA-6N351568	10/03/2024	10/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM \$ 500,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**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 Juan Carlos Cruz/ANA

© 1988-2014 ACORD CORPORATION. All rights reserved.

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029**

Project Name: Sawfish Bay Park Historic and Environmental Improvements	Department: Planning & Zoning
Link to Strategic Plan/Strategic Result: Green, Blue and Open Spaces	Project #: R1702
	Projected In-Service Date: 2027

Project Description and Justification:

This project is for historic and environmental improvements at Sawfish Bay Park and include the interior build out of the Historic Train Depot for a museum, community meeting space/interpretation of the Aicher House and a living shoreline along the park's existing seawall. Bathrooms will be needed to serve the museum and Aicher House community space. In 2015, the Town decided the Train Depot will be a museum and in 2018, the historic Aicher House was relocated and preserved in the park. Staff has worked with the Loxahatchee Guild and the Loxahatchee River Historical Society for donation/artifacts. Environmental enhancements to the park will improve water quality and provide an improved marine habitat along the existing walkway connecting activities between the north and south parts of the park. Staff has secured partnerships with the Jupiter Inlet District (sedimentation study), the Loxahatchee River District (seagrass and water quality monitoring) and the Jupiter Inlet Foundation (educational seagrass buoys). Work continues with the Jupiter High School Jupiter Environmental Research Field Studies Academy to help with mangrove planting, oyster bed restoration and education. The goal is to improve water quality, increase oyster recruitment and provide an environment conducive to seagrass growth. If grant moneys are awarded to fund Phase 4 and 5 for marine restoration of Sawfish Bay by NOAA for \$3.2M the projected in-service date will extend to 2029.

Location(s) and Program Schedule

Fiscal Yr	Scope	Budget
2025	<u>Environmental improvements</u> - Phase 3 living shoreline design and permitting, and install additional seagrass buoys to be provided with prior monies of \$50,000; <u>Historic improvements</u> - Construct Aicher House Deck;	\$255,000
2026	<u>Environmental improvements</u> - Begin Phase 3 living shoreline construction which must be coordinated with the seawall replacement; <u>Historic improvements</u> - design and permitting of bathrooms for historic structures; construction design for interior buildout for Train Depot and Aicher House	\$185,000
2027	<u>Environmental improvements</u> - Complete Phase 3 living shoreline with seawall replacement with improvements funded by prior monies of \$250,000; flushing culvert in marina basin; <u>Historic improvements</u> - Construction of bathrooms for historic structures; Interior build out of Train Depot and Aicher house; Improvements to be provided with prior monies of \$200,000	
2028	Sawfish Bay marine restoration	grant
2029	Sawfish Bay marine restoration	grant

Project Photo(s) / Map of Location

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

Project Name:							Department:
Sawfish Bay Park Historic and Environmental Improvements							Planning & Zoning
Link to Strategic Plan/Strategic Result:							Project #:
Green, Blue and Open Spaces							R1702
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$5,000	\$0	\$0	\$0	\$0	\$0	\$5,000
Engineering	\$122,000	\$0	\$10,000	\$0	\$0	\$0	\$132,000
Construction	\$1,134,072	\$250,000	\$167,000	\$0	\$0	\$0	\$1,551,072
Equipment	\$20,000	\$5,000	\$0	\$0	\$0	\$0	\$25,000
Other	\$15,000	\$0	\$8,000	\$0	\$0	\$0	\$23,000
Total Budget	\$1,296,072	\$255,000	\$185,000	\$0	\$0	\$0	\$1,736,072
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$650,210	\$255,000	\$180,000	\$0	\$0	\$0	\$1,085,210
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Open space	\$177,366	\$0	\$0	\$0	\$0	\$0	\$177,366
Contributions	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
Tree Fund	\$15,000	\$0	\$5,000	\$0	\$0	\$0	\$20,000
Environmental Fund	\$433,496	\$0	\$0	\$0	\$0	\$0	\$433,496
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$1,296,072	\$255,000	\$185,000	\$0	\$0	\$0	\$1,736,072
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$240,072	\$114,000	\$135,000	\$12,000	\$385,000	\$410,000	\$1,296,072
Amount Expended	\$237,778	\$2,294	\$550	\$30,416	\$106,419	\$61,735	\$439,192
Balance							\$856,880

Notes:

- (1) Loxahatchee Guild Donation, private contributions
- (2) Reimbursement from FCT grant



TOWN OF JUPITER ITB BID TABULATION

CALL TO ORDER: 10:00 AM
BID Title: Aicher House Deck At Sawfish Bay
BID #: PZ 2024-01

OPENING DATE AND TIME: December 9, 2024 at 10:00 AM
LOCATION: Town of Jupiter
IN ATTENDANCE: Thatcher Hurt
Stephanie A. Thoburn
Stephanie Proffer

<u>VENDOR</u>	<u>TOTAL BID PRICE</u>	<u>Alternative</u>	<u>BID BOND</u>
E + F Florida Enterprises INC.	\$206,000 ⁰⁰		yes
Ferreira Construction Co., Inc.	\$311,074.00		yes

Apparent low bidder: E + F Florida Enterprises Inc.

Bid Closing time: 10:02 AM

TOWN OF JUPITER
**Supplemental Agreement No. 1 to EPW 2024-23 for the Guaranteed Maximum Price for
the Roadway at Cinquez Park and the Retaining Wall at Piatt Place**



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Director of Construction Services
SUBJECT	Resolution 6-25 , Authorizing Supplemental Agreement No. 1 to EPW 2024-23 for the Guaranteed Maximum Price for the Roadway at Cinquez Park and the Retaining Wall at Piatt Place in an amount of \$2,312,969

EXECUTIVE SUMMARY

Staff seeks approval of Resolution 6-25 authorizing Supplemental Agreement No. 1 to the Town's contract for Fire Public Safety Structures with Kaufman Lynn Construction (Kaufman Lynn) to accept a Guaranteed Maximum Price (GMP) Amendment for Phase 2 relating to the construction of a sheet pile retaining wall at the Piatt Place project site and access road at the Cinquez Park site. The GMP for phase 2 has been agreed to by Kaufman Lynn and the Town at an amount not to exceed \$2,312,969.

It should be noted that the cost for Supplemental Agreement No.1 does not include the permit fees which will be paid by the Town.

The GMP and estimated fees for the Phase II cost proposal breakdown submitted by Kaufman Lynn are shown in attachment 4 for Piatt Place and Cinquez Park.

The subcontractors who are recommended by Kaufman Lynn for this phase of the work have been vetted and are deemed capable and prepared to complete the work. Kaufman Lynn will be carrying performance and payment bonds on each subcontractor to insure their risk in the project.

At the August 20, 2024 Town Council meeting, the Town Council authorized a GMP for Phase 1 of the project in the amount of \$4,917,970 for the design and engineering of both fire station sites and the removal of the underground parking structure and a portion of the site work at the Piatt Place location. The work previously authorized by Town Council has progressed in a positive manner and is nearing completion.

For reference, the funding for the Phase 1 work at the Piatt Place location is being split between the Community Redevelopment Agency (CRA) and the Town's surtax funds. At this time, the Phase 1 field work at Piatt Place is nearly completed, with only \$2,067 of the CRA funds being used. This allows the use of \$250,000 of CRA funds to be rolled into Phase 2 to pay for the CRA's portion of the work at Piatt Place.

The proposed Cinquez Park GMP includes the construction of a roadway into the park. The residents on Carver Avenue requested the roadway be installed prior to the fire station

construction beginning because the fire station falls in the footprint of the existing roadway. The roadway's costs will be funded by Town reserves since these costs were outside of the scope of vertical station construction.

The total cost and financing sources for the Phase 2 construction portion of the project are detailed in attachment 5. The funding sources detailed will allow the Town to continue with the site work and construction without the need to borrow funds.

ANALYSIS

The Town and Kaufmann Lynn have negotiated a GMP for Phase 2 of the Project to include construction of a sheet pile retaining wall and access road associated with the Piatt Place and Cinquez Park site, respectively.

In the event the Town Council approves Resolution 6-25, the Senior Director of Community Development will be authorized to execute Supplemental Agreement No.1 by direction on behalf of Town Council.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence
- Safety

ATTACHMENTS

1. Resolution 6-25
2. Supplemental Agreement No 1
3. Guaranteed Maximum Price for Phase 2
4. Phase II Cost and Funding Breakdown
5. Cost and Financing Sources

FUNDING SOURCE

X	Approved in Budget	\$250,000	Sources: Piatt Place: CRA Remaining Contingency Phase I - \$250,000.00
X	Additional Funding Requested	\$2,091,224	Sources: Piatt Place: CRA Reserves - \$614,163.00 General Fund Reserves - \$432,082.00 Cinquez Park Road: General Fund Reserves - \$1,044,979.00

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us and/or 561-741-2737.

RESOLUTION NO. 6-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT EPW 2024-23, FIRE/PUBLIC SAFETY STRUCTURES PROGRESSIVE DESIGN-BUILD SERVICES WITH KAUFMAN LYNN CONSTRUCTION, ACCEPTING A GUARANTEED MAXIMUM PRICE AMENDMENT FOR PHASE 2 RELATING TO CONSTRUCTION COSTS FOR THE FIRE/PUBLIC SAFETY STRUCTURES.

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, on August 20, 2024 the Town Council adopted Resolution No. 106-24 approving Contract EPW 2024-23, for the Fire/Public Safety Structures Progressive Design-Build Services (the “Contract”) between the Town and Kaufman Lynn; and

WHEREAS, as a part of the Project scope of work Kaufman Lynn agreed to provide design of the Piatt Place and Cinquez Park Fire Stations and demolition/limited site work at Piatt Place; and

WHEREAS, the Town and Kaufman Lynn Construction have agreed to amend the scope of work for the Project; and

WHEREAS, the Contract contemplated and included provisions for future contract amendments, providing for the establishment of specific guaranteed maximum prices for future phases of the work, including construction of the Project and its supporting infrastructure; and

WHEREAS, the Town and Kaufmann Lynn have negotiated a Guaranteed Maximum Price for portions of Phase 2 of the Project which include construction of a sheet pile retaining wall at Piatt Place and an access road at Cinquez Park; and

WHEREAS, the Town will incur additional direct costs associated with Phase 2 of the Project that are not included in the Contract scope of work previously authorized by the Town Council; and

WHEREAS, Supplemental Agreement No. 1 has been composed to capture the costs and a portion of the scope of work to be performed in Phase 2 of the Project by Kaufman Lynn; and

WHEREAS, the Town has sufficient funds in the General Fund reserves and CRA reserves to support the additional work proposed under Supplemental Agreement No. 1; and

WHEREAS, Town Council agrees it should authorize Supplemental Agreement No. 1 for the additional proposed work.

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 Kaufman Lynn Construction is hereby amended to include the Guaranteed Maximum Price GMP for Phase 2 of the Project set forth in the attached Supplemental Agreement No. 1, which is incorporated herein.

Section 2. The Senior Director of Community Development is authorized and directed to execute Supplemental Agreement No.1 on behalf of the Town.

Section 3. This Resolution shall take effective immediately upon its execution.

**TOWN OF JUPITER
CONTRACT SUPPLEMENTAL AGREEMENT**

Contract No: EPW 2024-23

Date: January 21, 2025

This agreement entered into on January 21, 2025, such an agreement to be effective on the last date of execution by a party hereto, by and between the Town of Jupiter (Town) and Kaufman Lynn Construction (Contractor) and "Surety", the same being supplementary to Contract by and between the parties aforesaid, dated August 20, 2024 for the construction or improvement of Fire-Public Safety Structures Design-Build Services, assigned the contract number shown above, in Jupiter, Florida.

1. The Contractor has provided a Guaranteed Maximum Price (GMP) proposal for the construction of the Roadway at Cinquez Park and the Retaining Wall at Piatt Place; see additional sheets attached. The total cost of this work shall be in the amount of **Two Million, Three Hundred Twelve Thousand, Nine Hundred Sixty-Nine Dollars and No Cents (\$2,312,969.00)**.
2. The quantities to be paid shall be determined as provided in the contract documents. The quantities so determined shall be paid at the unit prices stated on the attached sheets.
3. It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. EPW 2024-23, including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.
4. By entering into this Agreement, Contractor releases the Town from any and all Contractor claims arising out of or relating to contract time and sum adjustments including claims for all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This provision is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted time this Agreement days: Zero (0) days

Net change in Contract this Agreement: Increase: \$2,062,969.00; Decrease: \$_____; No Change: ____.

Approved By:
(CONTRACTOR)

Print Name: _____

Date: _____

Approved By:
(SURETY)

Print Name: _____

Date: _____

Approved By Direction:
(TOWN OF JUPITER)

Roger Held, Senior Director of Community
Development

Date: _____

Contract EPW 2024-23
Supplemental Agreement No. 1 – Attachment

This GMP consists of the construction of the Piatt Place retaining wall and a portion of the site fill work and Cinquez Park access road work. Piatt Place's scope of work includes but is not limited to, the construction of the sheet pile retaining wall with associated specified coal tar epoxy coating and the sheet pile placement, and spreading/grading/compacting of site fill adjacent to the wall. The Cinquez Park scope of work includes but is not limited to, construction of new access road connecting Carver Avenue to the existing park road, as well as modifying the associated sidewalk, curbing and underground storm infrastructure.

The total cost of this Supplemental Agreement shall be \$2,312,969.00. The Town shall utilize \$250,000 of the Contingency from Pay Item 1000-1 to fund (Community Redevelopment Agency funds) the work under this change. Therefore, the Contract value is increasing \$2,062,969.00.

1. Attachments:

Guaranteed Maximum Price from Kaufman Lynn, dated December 11, 2024 for the construction of the Retaining Wall and Site Fill at Piatt Place.

Relevant Plan pages from the Piatt Place Plans from Kimley Horn, dated November 15, 2024 for the construction of the Retaining Wall and Site Fill.

Guaranteed Maximum Price from Kaufman Lynn, dated December 17, 2024 for the construction of the Access Roadway at Cinquez Park.

Relevant Plan pages from the Cinquez Park Plans from Kimley Horn, dated September 26, 2024 for the construction of the Access Roadway.



3185 South Congress Avenue
Delray Beach, FL 33445
☎ 561.361.6700 | 📠 561.361.6979

www.kaufmanlynn.com

CGC 021732

JUPITER FIRE STATIONS PIATT RETAINING WALL

January 8, 2025

GMP Contractor Clarifications and Assumptions

GENERAL

This document is intended to expand and/or clarify plan interpretation in instances where the plans are in conflict or silent. Should the plans conflict with other contract documents, this proposal is based on the plans being the default.

1. This Jupiter Fire Station Piatt Retaining Wall GMP scope of work shall fall under the terms of the existing agreement for Contract No. EPW 2024-23 for Fire/Public Safety Structures Progressive Design-Build Services. For the vertical construction of the Project, the Owner and Contractor agree to collaborate in good faith to develop and mutually approve a supplemental and/or separate contract form which is in compliance with the language of Section B(2) of the Town's Request for Qualifications.
2. In the event this Guaranteed Maximum Price (GMP) is not approved by the Town of Jupiter Council/Board by February 1, 2025, the Owner shall be responsible for covering up to \$50,000.00 of the costs incurred for work performed by the Contractor for early work provided under this GMP. Such costs shall be paid from the Owner Contingency funds allocated under Contract No. EPW 2024-23 for Fire/Public Safety Structures Progressive Design-Build Services.
3. To minimize initial costs of this GMP phase, the general conditions labor costs have been included only through April 30, 2025. This approach assumes that an additional GMP phase will immediately follow, with associated pricing covering the continued staffing costs for the Contractor. Should a subsequent phase not proceed consecutively, the Contractor will be entitled to an additional one (1) month of full, non-prorated lump sum general conditions costs to facilitate the project closeout requirements.
4. Per Owner's request, the Contract has included a safety program, quality control program and scheduling at a reduced cost, which was possible due to the limited scope included in this GMP phase.
5. No retainage shall be held on Contractor's Bond, Insurance cost and Design Team Construction Administration Fees, which are fixed rates included in this GMP. 5% retainage shall be held on all other cost per compliance with Florida statutes. The closeout, final payment and release of retainage for this GMP scope of work shall not be predicated on any other GMP phase or unassociated scope of work.

6. General Conditions cost are lump sum cost and they shall be billed each month based on the percentage completion of the project.
7. Full back up of general requirement's cost shall be provided with each monthly pay application.
8. The following are excluded:
 - a. Building permit fees, Occupancy Permit fees, Impact fees, Connection fees and Assessments. We are assuming permit fees are not applicable for this scope of work.
 - b. Builder's Risk premiums and deductibles are by Owner.
 - c. Site Security services or fire watch.
 - d. Commissioning and/or special testing engineer services.
 - e. Vibration monitoring and/or vibration damage to adjacent properties because of construction.
 - f. Temporary electric and any other type of utility service cost is excluded. If required, it will be paid by the Owner.
 - g. Asbestos inspections, reporting documentation and "All Clean" Certifications.
 - h. Material testing and inspections.
 - i. Any special labor rates that may be required by project location, funding, municipality governance, etc. such as Davis Bacon Act.
 - j. Notwithstanding anything to the contrary, the Contract Amount has been calculated based on the current prices for building materials. Due to the volatility of the market for certain building materials and the concern of the imposition of tariffs on the price of materials (including the ramifications of any trade war), it is understood that certain material price increases / escalations could occur. Should any material price increase after the execution of this Agreement as the direct or indirect result of the imposition of tariffs, Owner agrees to pay the material price increase to the Contractor as an additional cost and the Contract Amount shall be increased based on the material price increase. Contractor's claim to Owner for any material price increase shall require written notice from Contractor to Owner within ten (10) days of discovery the price increase. Payments for any price increase shall include and be supported by invoices, bills of sale, and other documentation, as applicable.
 - i. This section shall take effect only if the price of the material has a 3% or greater increase in cost. The Owner shall remain fully obligated to pay for the total price increase without adjustment or pro-ration.
 - ii. This section applies only throughout the agreed upon buyout time frame to which the Contractor has to buy the project materials thru award of Subcontracts. The agreed upon time frame for this phase is 30 days, and the start date will be the date of the Notice to Proceed issued by the Owner for this GMP phase.
 - k. For this specific agreement, to the extent any delays are caused by the imposition of tariffs or taxes on any material imports including, without limitation, steel and aluminum, any trade wars, or other government action, such delays shall be deemed

compensable delays extending the Contract Time and increasing the Contract Sum at the Daily Rate of General Conditions Cost.

9. The GMP is based on sheet S-500 dated December 1, 2024, by Kimley Horn, however, the GMP is limited to only include work related to the sheet piles, associated specified coating and the filling of the project site.
10. Owner direct purchase of materials for tax savings is intended to be performed on the project, but Owner direct purchase may not be practical for this early work phase due to a compressed schedule.
 - a. The Contractor shall evaluate and set up an Owner Direct purchase order for the Sheet piles materials with the Owner, if there will be no impact to the project schedule. If there is a schedule impact, the purchase order process will not be pursued for this phase. This also applies to site fill.
11. An allowance of \$377,500.00 for import of site fill has been included in this agreement at the rate of \$25/ yard. This is equivalent to 15,100 yards loose fill.
 - a. This price per yard includes all cost related to delivery, placement, spreading, grading and compacting in 12" lifts, including burden. Fill tickets will be collected to document the amount of site fill used and the subcontractor will be paid accordingly.

DIVISION 02 – RETAINING WALL

1. The GMP includes type AZ20-800 sheets in lieu of the specified NZ19 sheets for value engineering purposes. AZ20-800 sheets have been reviewed and approved for use by the engineer of record.

DIVISION 03 - CONCRETE

1. The GMP excludes the concrete cap and railing at the top of the sheeting as this will be performed in a subsequent phase of construction.

END OF CONTRACTOR CLARIFICATIONS



3185 South Congress Avenue
Delray Beach, FL 33445
☎ 561.361.6700 | 📠 561.361.6979

www.kaufmanlynn.com

CGC 021732

JUPITER FIRE STATIONS CINQUEZ ACCESS ROAD

January 8, 2025

GMP Contractor Clarifications and Assumptions

GENERAL

This document is intended to expand and/or clarify plan interpretation in instances where the plans are in conflict or silent. Should the plans conflict with other contract documents, this proposal is based on the plans being the default.

1. This Jupiter Fire Station Cinquez Access Road GMP scope of work shall fall under the terms of the existing agreement for Contract No. EPW 2024-23 for Fire/Public Safety Structures Progressive Design-Build Services. For the vertical construction of the Project, the Owner and Contractor agree to collaborate in good faith to develop and mutually approve a supplemental and/or separate contract form which is in compliance with the language of Section B(2) of the Town's Request for Qualifications.
2. In the event this Guaranteed Maximum Price (GMP) is not approved by the Town of Jupiter Council/Board by February 1, 2025, the Owner shall be responsible for covering up to \$50,000.00 of the costs incurred for work performed by the Contractor for early work provided under this GMP. Such costs shall be paid from the Owner Contingency funds allocated under Contract No. EPW 2024-23 for Fire/Public Safety Structures Progressive Design-Build Services.
3. To minimize initial costs of this GMP phase, the general conditions labor costs have been included only through May 31, 2025. This approach assumes that an additional GMP phase will immediately follow, with associated pricing covering the continued staffing costs for the Contractor. Should a subsequent phase not proceed consecutively, the Contractor will be entitled to an additional one (1) month of full, non-prorated lump sum general conditions costs to facilitate the project closeout requirements.
4. Per Owner's request, the Contract has included a safety program, quality control program and scheduling at a reduced cost, which was possible due to the limited scope included in this GMP phase.
5. No retainage shall be held on Contractor's Bond, Insurance cost and Design Team Construction Administration Fees, which are fixed rates included in this GMP. 5% retainage shall be held on all other cost per compliance with Florida statutes. The closeout, final payment and release of retainage for this GMP scope of work shall not be predicated on any other GMP phase or unassociated scope of work.

6. General Conditions cost are lump sum cost and they shall be billed each month based on the percentage completion of the project.
7. Full back up of general requirement's cost shall be provided with each monthly pay application.
8. The following are excluded:
 - a. Building permit fees, Occupancy Permit fees, Impact fees, Connection fees and Assessments. We are assuming these permit fees are not applicable for this scope of work.
 - b. Builder's Risk premiums and deductibles.
 - c. Site Security services or fire watch.
 - d. Temporary Fencing and Survey/ Layout of Fencing is by Owner
 - e. Tree Relocated, Removes, Root Pruning by Owner
 - f. FPL transformers, Primary Conduits and wire, and Deposits.
 - g. Temporary electric and any other type of utility service cost is excluded.
 - h. Commissioning and/or special testing engineer services.
 - i. Vibration monitoring and/or vibration damage to adjacent properties because of construction.
 - j. Temporary water, electric and any other type of utility service cost is excluded. If required, it will be paid by the Owner.
 - k. Removal, disposal, remediation, and premiums associated with unforeseen or unsuitable soil conditions, hazardous materials, or other materials requiring controlled removal/disposal.
 - l. Asbestos inspections, reporting documentation and "All Clean" Certifications.
 - m. Material testing and inspections.
 - n. Any special labor rates that may be required by project location, funding, municipality governance, etc. such as Davis Bacon Act.
 - o. Notwithstanding anything to the contrary, the Contract Amount has been calculated based on the current prices for building materials. Due to the volatility of the market for certain building materials and the concern of the imposition of tariffs on the price of materials (including the ramifications of any trade war), it is understood that certain material price increases / escalations could occur. Should any material price increase after the execution of this Agreement as the direct or indirect result of the imposition of tariffs, Owner agrees to pay the material price increase to the Contractor as an additional cost and the Contract Amount shall be increased based on the material price increase. Contractor's claim to Owner for any material price increase shall require written notice from Contractor to Owner within ten (10) days of discovery the price increase. Payments for any price increase shall include and be supported by invoices, bills of sale, and other documentation, as applicable.
 - i. This section shall take effect only if the price of the material has a 3% or greater increase in cost. The Owner shall remain fully obligated to pay for the total price increase without adjustment or pro-ration.

- ii. This section applies only throughout the agreed upon buyout time frame to which the Contractor has to buy the project materials thru award of Subcontracts. The agreed upon time frame for this phase is 30 days, and the start date will be the date of the Notice to Proceed issued by the Owner for this GMP phase.
 - p. For this specific agreement, to the extent any delays are caused by the imposition of tariffs or taxes on any material imports including, without limitation, steel and aluminum, any trade wars, or other government action, such delays shall be deemed compensable delays extending the Contract Time and increasing the Contract Sum at the Daily Rate of General Conditions Cost.
9. The GMP is based on the 60% Civil drawings dated October 2024, by Kimley Horn, however, the GMP is limited too only including work related to the new access road connecting Carver Ave. to the existing park road as well as the directly associated sidewalk, curbing and underground storm infrastructure beneath the road. Any changes between the 60% set and the 100% set for permitting will be evaluated during the construction phase and all associated cost will be processed through a Change Order to the Owner.
10. Owner direct purchase of materials for tax savings is intended to be performed on the project, but Owner direct purchase may not be practical for this early work phase due to a compressed schedule.
- a. The Contractor shall evaluate any potential Owner Direct purchase opportunities and work with the Owner to set up a purchase order if there will be no impact to the project schedule for this GMP phase.

DIVISION 02 – ACCESS ROAD

- 1. The GMP assumes all excavated material is suitable clean, fill or disposable to a standard landfill.
- 2. The GMP includes two (2) inches of new asphaltic concrete (in two lifts) for the new road surface.

END OF CONTRACTOR CLARIFICATIONS

Phase II Cost and Funding Breakdown

	GMP Cinquez Site Access Road	GMP Piatt Place Retaining Wall	Total
Site Work	\$491,077	\$803,859	\$1,294,936
General Requirements	62,004	56,967	118,971
General Conditions	311,452	236,870	548,322
KL Insurance - 1.98%	20,490	25,307	45,797
Design Fees	14,400	17,250	31,650
Geo Boring	32,442	-	32,442
Contractors Contingency - 3.0%	16,592	25,825	42,417
Owners Contingency - 3.0%	16,592	25,825	42,417
Subtotal	\$965,050	\$1,191,903	\$2,156,952
Contractors Fee - 6.00%	57,903	71,514	129,417
Performance Bond - 1.15%	11,901	14,698	26,599
Total GMP Cost	\$1,034,854	\$1,278,115	\$2,312,969
Permit Fee Costs - Paid By Town	10,125	18,130	28,255
Total Phase II Cost	\$1,044,979	\$1,296,245	\$2,341,224

Cost and Financing Sources

Phase II	
Cinquez Road	\$1,044,979
Piatt Retaining Wall	1,296,245
Total	\$2,341,224
Funding Sources:	
Piatt Place:	
CRA Reserves	\$614,163
CRA Remaining Contingency Phase I	250,000
General Fund Reserves	432,082
Cinquez Park Road:	
General Fund Reserves	1,044,979
Total	\$2,341,224

TOWN OF JUPITER
Supply of Cartridge Filters for the Reverse Osmosis and Nanofiltration Membrane Treatment Plants (W2508)



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution No. 7-25: Approving a contract to H.C. Warner, Inc. for supplying cartridge filters to the Reverse Osmosis and Nanofiltration membrane treatment plants (W2508), for \$13.12 per filter.

EXECUTIVE SUMMARY

Resolution No. 7-25 provides for award of a one-year, renewable contract to H.C. Warner, Inc. of Jacksonville, Florida, to supply pretreatment cartridge filters for the Reverse Osmosis (RO) and Nanofiltration (NF) membrane treatment plants (W2508) for a unit price of \$13.12 per filter, estimated to be \$113,488.00 annually. The contract contains provisions for up to two individual and consecutive annual renewals with price adjustment.

Cartridge filters are necessary for pretreatment of raw water in both the RO and NF plants to remove particulate matter greater than 5 microns (one-thousandth of a millimeter) and to protect the membranes from irreversible damage. Filter manufacturers recommend that cartridge filters be replaced when the pressure difference across the filter reaches 5 pounds per square inch (psi), which water plant staff has found to be approximately four times annually. There are a total of 1,700 cartridge filters in service at the Town's water plant and both the RO and NF plants were designed to utilize the same size and type of cartridge filters. In order for the pretreatment cartridge filters to properly protect the membranes it is critical that they fit in the Town's existing cartridge filter housings snugly, which is assured by meeting design specifications for size (length and diameter) and materials of construction.

The contract to supply cartridge filters was publicly advertised and bid in accordance with the Town's purchasing policy and two (2) bids were received on November 13, 2024. The lowest, responsive bid was submitted by H.C. Warner in an amount of \$13.12 per filter, estimated to be \$113,488.00 annually, based on an estimated annual quantity of 8,650 filters to accommodate four change outs per year plus one extra, if needed. A lower bid was received. However, the sample cartridge filter supplied by the vendor did not meet the specification requirements for length and diameter, deeming their bid non-responsive. H.C. Warner has successfully supplied cartridge filters to the Town's water plant in past years, though they are not the current cartridge filter supplier. H.C. Warner's cartridge filters are fabricated of high-quality materials and workmanship and meet the required size specifications. Staff has reviewed H.C. Warner's bid, verified references and finds their bid to be responsive to the bid requirements and suitable for award.

H.C. Warner's bid unit price is approximately 54% higher than the other bid received and 18% higher than current unit pricing under the Town's existing contract, which expires on February 6, 2025. A detailed bid tabulation is provided as Attachment 2 and a trend of the Town's historical

unit pricing for cartridge filters is provided as Attachment 3.

Funding to award this contract was budgeted and is available in the fiscal year (FY) 2025 Water Enterprise Operating Budget, specifically in Water Plant Operating Supplies. Funding for contract renewals, if pursued, will be included in subsequent FY operating budgets and subject to Town Council appropriation. Unit pricing for the initial one-year contract term will remain fixed, while price adjustments for annual renewals will be based on the annual percentage change of the US Department of Labor Bureau of Labor Statistics Producer Price Index (PPI) for Chemicals and Allied Products-Plastic Resins and Materials, or the Consumer Price Index for All Urban Consumers (CPI-U), whichever is available at the time of contract renewal.

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

ANALYSIS

H.C. Warner, Inc.'s bid submitted on November 13, 2024, to supply cartridge filters for the Town's reverse osmosis and nanofiltration membrane treatment plants, is responsive to the bid requirements and suitable for award based on their bid unit price of \$13.12 per filter, estimated to be \$113,488.00 annually. Sufficient funding exists in the Water Enterprise FY2025 Operating Budget to award the initial one-year term of the proposed contract to H.C. Warner, Inc. The proposed contract contains provisions for up to two individual and consecutive annual renewals with price adjustment, subject to the US Department of Labor's PPI or CPI-U and Jupiter Town Council appropriation of annual operating funds. Should this contract be awarded renewals will be by written change order upon mutual consent of both parties, and with approval by the Town Manager.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 7-25
2. W2508 Detailed Bid tabulation
3. Table of Historical Cartridge Filter Unit Pricing
4. W2508 H.C. Warner, Inc. Bid Proposal
5. W2508 Contract Agreement

FUNDING SOURCE

Approved in Budget	\$412,011	Sources: Water Plant Operating Supplies (Acct. 40050133-552000)
--------------------	-----------	--

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

RESOLUTION NO. 7-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING CARTRIDGE FILTERS TO THE TOWN'S REVERSE OSMOSIS (RO) AND NANOFILTRATION (NF) MEMBRANE TREATMENT FACILITIES (W2508) WITH H.C. WARNER, INC.

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town of Jupiter Water Utility currently owns, operates and maintains a 13.7 million gallon per day (mgd) reverse osmosis (RO) membrane treatment facility and 14.5 mgd nanofiltration (NF) membrane treatment facility to produce drinking water, each of which uses cartridge filters to pretreat raw water prior to exposure to the RO and NF membranes; and

WHEREAS, the Town of Jupiter prepared and competitively bid a contract which sets forth the technical requirements for the supply of water treatment cartridge filters; and

WHEREAS, the lowest responsive bid received by the Town for the purchase of cartridge filters was submitted by H.C. Warner, Inc. of Jacksonville, Florida on November 13, 2024, in an amount of \$13.12 per filter, estimated to be \$113,488.00 annually; and

WHEREAS, funding for the contract to supply cartridge filters for the initial one-year term is appropriated and available in the Water Enterprise Fiscal Year (FY) 2025 Operating Budget, specifically the account for Water Plant Operating Supplies; and

WHEREAS, the contract provides for up to two individual and consecutive annual renewals and funding for such renewals will be budgeted in future FY operating budgets and be subject to Town Council appropriation;

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 H.C. Warner, Inc. for supplying cartridge filters to the RO and NF membranes treatment facilities, is hereby accepted.

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, H.C. Warner, Inc. shall be responsible for carrying out all responsibilities established therein.

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

1/21/2025

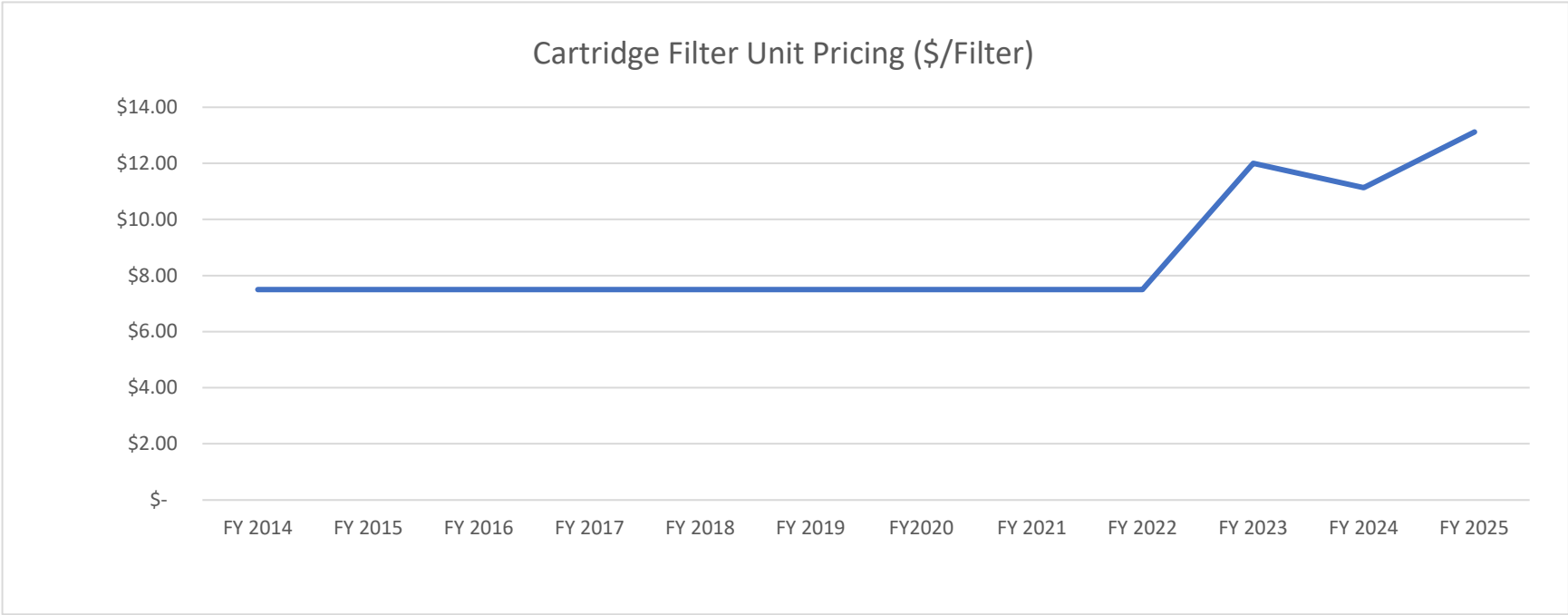


Town of Jupiter Utilities
Contract to Supply RO and NF Cartridge Filters (W2508)
November 13, 2024 2:00pm Bid Opening

VENDOR				HARN R/O SYSTEMS INC.		H.C. WARNER, INC.	
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	40-inch wound napped polypropylene on a polypropylene core DOE filter cartridge (F.O.B.)	8,650	EA	\$8.50	\$73,525.00	\$13.12	\$113,488.00
Bid Total (Item No. 1) =					\$73,525.00		\$113,488.00

Town of Jupiter Historical Unit Pricing for Pretreatment Cartridge Filters

	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Cartridge Filter Unit Pricing (\$/Filter)	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 12.00	\$ 11.13	\$ 13.12



BID PROPOSAL

Bidding Company Name: H.C. Warner, 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, detailed Specifications, 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 provide the quality, type, and grade of materials called to:

Supply the Town of Jupiter Utilities Water Treatment Plant with cartridge filters for reverse osmosis (RO) and nanofiltration (NF) membrane treatment facilities in accordance with the contract specifications for a period of one (1) year, with the option to renew for two (2) additional one (1) year terms, subject to escalation/de-escalation on an annual basis.

It is proposed that the project herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Contract Documents. The quantities stated below are one (1) year estimates. Actual quantities may be less than or exceed the estimated quantities below. Supplier must complete the bid form in its entirety. If awarded, firm prices are to be quoted and guaranteed for the duration of the Contract term.

The undersigned further declares that he proposes to furnish the item(s) called for within the specified time in this Proposal for the prices provided on the following page, Bid Schedule of Values.

THIS SPACE IS INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE.

BID SCHEDULE OF VALUES
CONTRACT TO SUPPLY RO AND NF CARTRIDGE FILTERS (W2508)

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

Bidding Company Name: H.C. WARNER, INC.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					
1	40-inch wound napped polypropylene on a polypropylene core DOE filter cartridge (F.O.B.)	8,650	EA	\$ 13.12 EACH	\$ 113,488.00

Total Estimated Annual Bid Price F.O.B. (Extended Value of Item 1)

In Numbers: \$113,488.00 U.S. DOLLAR

In Words: One hundred thirteen thousand, four hundred and eighty-eight and no cents in U.S. Dollars

QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 78 years__
2. Has Bidder supplied this product to a minimum of five reverse osmosis (RO) or nanofiltration (NF) municipal drinking water treatment plants in the State of Florida designed to produce at least two (2) million gallons per day (MGD) of permeate? __yes
3. Has Bidder ever failed to complete awarded work? _____No_____ If so, state where, when and why:

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

H.C. Warner, Inc., 2970 Mercury Rd., Jacksonville, FL 32207

5. Provide the name of Bidder's Contract Manager who will be assigned to this contract, if awarded.

Kerri Evans, (727)637-7975 kerri@hcwarner-filter.com

6. Provide the name and model number of cartridge type proposed for use.

HFT5M40A-DUN, Parker Hannifin dh Process Division Fulflo Honeycomb wound depth filter cartridge, NSF 61 certified specifically designed for use in R/O prefiltration

7. Attach accompanying technical information and specifications for the cartridge filter type proposed for use.

8. Provide the manufacturer name and location.

Parker Industrial Process Division, 118 Washington Ave., Mineral Wells, TX 76067



Parker Hannifin Corporation
Process Advanced Filtration Division
2340 Eastman Avenue
Oxnard, CA 93030
Phone (805) 604-3400
Fax (805) 604-3401

SPECIFICATIONS

PARKER FULFLO^R HoneycombTM Wound Depth FILTERS

CARTRIDGE FILTER ELEMENTS

- A. All cartridges shall be either (double open end) DOE, or (single open end) SOE. Single open end (SOE) cartridges have dual 222 O-rings on the sealing end, and one of the following types of configurations on the closed end: polypropylene flex-fin, SST spring, polypropylene spring, or flat cap.
- B. All materials in the cartridge must be FDA grade polypropylene, NSF certified (Standard 61, Drinking Water System Components – Health Effects). HFT filter cartridges are designated primarily for use of R.O. prefiltration..
- C. Wound filters shall be 2 7/16" O.D. (+ 1/16" / - 0") with a 1" polypropylene core for double open end (DOE) and 2 7/16" +/- 1/16" for SOE. The media shall be FDA grade polypropylene, continuously wound and 90% efficient at the micron rating. Core covers are unacceptable.
- D. Parker model number is HFTxMyA-DUN for DOE element and HFTxMyA-Tz-N for SOE (x = 1 for 1 micron and 5 for 5 micron; y = 30 for 30" long and 40 for 40" long; z = X for Flex-Fin, S for 316 SS spring, B for polypropylene spring and C for flat cap)
- E. HFT filter cartridges are exclusive products of Parker Hannifin Corporation, Process Filtration Division, Oxnard, CA, and are exclusively represented and distributed by H. C. Warner, Inc., 2970 Mercury Road, Jacksonville, FL 32207..

Note: The "HFT" designation corresponds with the "M" filter medium as shown on Parker Bulletin C-1000.

QUALIFICATION REQUIREMENTS (CONTINUED)

9. Only Bidders and Manufacturer(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 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 cartridge filter supplier. All information requested on the forms shall be provided in sufficient detail for OWNER to perform a comprehensive review of the Bid. For the cartridge filter type proposed for use, provide product information to assist OWNER in evaluating adherence to the Technical Specifications. For the cartridge filter supplier, provide previous experience and qualifications for at least five (5) references completed over the past three (3) years. 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)

10. BIDDER shall demonstrate the ability to supply the required cartridge filters at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five years that were terminated in advance on the completion date as a result of the BIDDER's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed:

CONTRACT NAME: Not Applicable

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

11. List ALL Contracts within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: Not Applicable

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

12. 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.

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: City of Venice, 200 North Warfield Road, Venice, FL 34285

OWNER CONTACT NAME AND PHONE NUMBER: William Anderson wanderson@ci.venice.fl.us

FACILITY RATED DESIGN, MGD: 2.3 MGD

TYPE OF CARTRIDGE FILTER SUPPLIED: stringwound cartridge, AMBF model WS, pt #WS5S9EX3D

ANNUAL QUANTITY OF CARTRIDGE FILTER SUPPLIED: under 1,000

CONTRACT VALUE: \$10,000 or purchased as required

CONTRACT START AND COMPLETION DATES: have sold product in 1970's. No contract. Bid as needed.

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: City of Sunrise, Utilities Plant#3, 14150 NW 8th St., Sunrise, FL 33325

OWNER CONTACT NAME AND PHONE NUMBER: Les Santiso (954)845-1016

FACILITY RATED DESIGN, MGD: 2 MGD

TYPE OF CARTRIDGE FILTER SUPPLIED: Parker Process Filtration meltdown #MBN5M50-TX-N-SUN

ANNUAL QUANTITY OF CARTRIDGE FILTER SUPPLIED: 1905+

CONTRACT VALUE: \$50,000+

CONTRACT START AND COMPLETION DATES: No contract for product. Product bids as needed.

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF CONTRACT: City of Dunedin , 1401 County Road 1, Dunedin, FL 34698

OWNER CONTACT NAME AND PHONE NUMBER: Andrew Shaffer (727)298-3100 x 1497

FACILITY RATED DESIGN, MGD: 9.5 MGD

TYPE OF CARTRIDGE FILTER SUPPLIED: stringwound cartridges, Parker HFT pt #HFT5M40A-DUN

ANNUAL QUANTITY OF CARTRIDGE FILTER SUPPLIED: estimated 9,465 per year

CONTRACT VALUE: \$90,732.90

CONTRACT START AND COMPLETION DATES: yearly through 2022(decades prior contracts)

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(4) NAME & LOCATION OF CONTRACT: City of Sarasota, 1750 12th St., Sarasota, FL 34236

OWNER CONTACT NAME AND PHONE NUMBER: Randy Shotto (941)263-6216

FACILITY RATED DESIGN, MGD: 12 MGD - 4.5 MGD production

TYPE OF CARTRIDGE FILTER SUPPLIED: previously \$10k-\$25k stringwound cartridge, Parker HFT part #
HFT1M40A-DUN, currently 800-1,000 each Graver CMBF1-40NN

ANNUAL QUANTITY OF CARTRIDGE FILTER SUPPLIED: estimated 2,000

CONTRACT VALUE: \$20,000-\$30,000. Purchase as needed

CONTRACT START AND COMPLETION DATES: 2014 to current(decades prior sales as well)

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF CONTRACT: City of Fort Myers, 2751 Jacksonville St., Ft. Myers, FL 33916

OWNER CONTACT NAME AND PHONE NUMBER: Jesse Victory (239)321-7192

FACILITY RATED DESIGN, MGD: 12 MGD - daily demand of 6.5 MGD

TYPE OF CARTRIDGE FILTER SUPPLIED: stringwound cartridge, Parker HFT pt # HFT1M40A-DUN

ANNUAL QUANTITY OF CARTRIDGE FILTER SUPPLIED: 3885 estimated

CONTRACT VALUE: \$116,278 - subject to change based on need

CONTRACT START AND COMPLETION DATES: 2015 - ongoing(decades of sales history as well

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first, and to fully complete all necessary work within the Contract Times specified below after date of written Notice to Proceed.

Contract Completion: 365 calendar days from Notice to Proceed

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this Bid.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this 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.

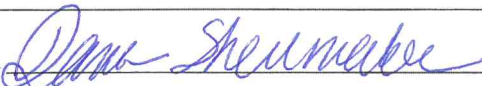
SUBMITTAL DATE November 13, 2024

FIRM NAME H.C. Warner, Inc.

BUSINESS ADDRESS 2970 Mercury Road, Jacksonville, FL 32207

BUSINESS TELEPHONE (904)737-9411

FIRM'S FEIN 59-0950614

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE Dana Shewmaker, V.P. of Operations

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL dshewmaker@hcwarner-filter.com

STATE OF INCORPORATION Florida

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

William C. Warner, owner/stockholder, 3700 Rubin Road, Jacksonville, FL 32257

William C. (Clay) Warner, President, 2970 Mercury Road, Jacksonville, FL 32207

CONTRACTOR E-VERIFY AFFIDAVIT

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

Dana Shewmaker
Print Name: Dana Shewmaker
Date: 11/13/2024

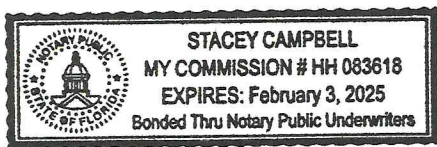
STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 13th day of November, 2024 (date) by Dana Shewmaker (name of officer or agent, title of officer or agent) of H.C. Warner, 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]

Notary Public



Stacey Campbell
Name typed, printed or stamped
Stacey Campbell
My Commission Expires: February 3, 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 Utilities
[print name of the public entity]
by Dana Shewmaker, V.P. of Operations
[print individual's name and title]
for H.C. Warner, Inc.
[print name of entity submitting sworn statement]
whose business address is 2970 Mercury Road
Jacksonville, FL 32207
and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-0950614
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

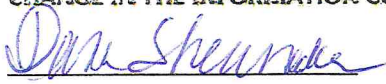
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



[signature]

Sworn to and subscribed before me this 13 day of November, 2024

Personally known ☒

OR Produced identification _____ Notary Public – State of Florida

My commission expires February 3, 2025

Stacey Campbell

(Printed typed or stamped commissioned name notary public)



Town of Jupiter Utilities
Contract to Supply RO and NF Cartridge Filters (W2508)

Page 25



Company ID Number: 1622633

Approved by:

Employer H.C. Warner, Inc.	
Name (Please Type or Print) Dana W Shewmaker	Title
Signature Electronically Signed	Date 12/31/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/31/2020



Company ID Number: 1622633

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	H.C. Warner, Inc.
Company Facility Address	2970 Mercury Road Jacksonville, FL 32207
Company Alternate Address	
County or Parish	DUVAL
Employer Identification Number	590950614
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 1622633



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



Company ID Number: 1622633

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name William C Warner
Phone Number 7704479166
Fax
Email cwarner@hcwarner-filter.com

Name Dana W Shewmaker
Phone Number 9047379411
Fax 9045537102
Email dshewmaker@hcwarner-filter.com



Company ID Number: 1622633



This list represents the first 20 Program Administrators listed for this company.

AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR

This Agreement (Contract) made this _____ day of _____, 2025 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and H.C. Warner, Inc., 2970 Mercury Road, Jacksonville, FL 32207, a Corporation, whose Federal I.D. number is 59-0950614, hereinafter designated as "SUPPLIER", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply the Town of Jupiter Utilities Water Treatment Plant with cartridge filters for reverse osmosis (RO) and nanofiltration (NF) membrane treatment facilities in accordance with the contract specifications for a period of one (1) year, with the option to renew for two (2) additional one (1) year terms, subject to escalation/de-escalation on an annual basis.

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: **CONTRACT TO SUPPLY RO AND NF CARTRIDGE FILTERS (W2508) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Bidding/Contract Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Bid W2508
Contract to Supply RO AND NF Cartridge Filters

ARTICLE 3. POINT OF DELIVERY.

3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

ARTICLE 4. CONTRACT TIME.

4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery after issuance of a Notice to Proceed as outlined in the specifications, or as agreed on between OWNER and SUPPLIER. Contract shall expire one (1) year from the date of Notice to Proceed.

4.2 OWNER may renew this contract for up to two (2) individual and consecutive one (1) year terms, for a total contract duration of three (3) consecutive years. SUPPLIER shall provide OWNER with written notice no later than September 1st of each year indicating SUPPLIER'S interest and commitment to renew the contract for one (1) additional year. OWNER is not obligated to renew the contract

4.3 OWNER shall prepare a written change order for a one-year renewal, 30 days prior to contract expiration. SUPPLIER may request a price adjustment at the time of contract renewal and in accordance with Article 5. Contract Price.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to the Contract Unit Pricing F.O.B. (per cartridge filter), submitted in SUPPLIER'S Bid for the initial term.
- 5.2 SUPPLIER may request a price adjustment at the time of Contract renewal only providing written notice to OWNER no later than September 1st of each year and able to demonstrate that the requested price adjustment is warranted based on the economic climate, demonstrate consistency with comparable water utilities having similar contracts, and substantiated by supporting documentation described herein.
- 5.3 Request for a price adjustment shall be based on the annual percentage change in the following Producer Price Index (PPI) most recently published as of November 30th by the U.S. Department of Labor Bureau of Labor Statistics (BLS):

Commodity data for Chemicals and allied products-Plastic Resins and Materials, not seasonally adjusted (WPU066)

OWNER may require additional documentation in addition to PPI data to support price adjustments. In the event that the referenced PPI is unavailable or permanently discontinued, then the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of November 30th by the U.S. Department of Labor BLS shall be used to calculate annual price adjustments. The price adjustment shall be applied to the Contract Unit Pricing F.O.B. (per cartridge filter).

- 5.4 OWNER shall prepare a written change order for an approved price adjustment 30 days prior to contract expiration and shall remain firm for the one-year renewal term. Annual price adjustments shall apply to new orders placed on or after the effective date of the associated executed written change order.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER within 30 days of delivery of material and acceptance by Owner.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies that discovered in the and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services and other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Price, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and OWNER are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Advertisement for Bids
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Proposal
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award
 - 8.1(i) Notice of Award
 - 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(k) Opinion of Town Attorney
 - 8.1(l) Notice to Proceed
 - 8.1(m) Technical Specifications bearing the title: Contract to Supply RO and NF Cartridge Filters (W2508)
 - 8.1(n) Exhibit A Insurance Requirements
 - 8.1(o) Exhibit B Town of Jupiter Standard Terms and Conditions of Purchase Order Agreements
 - 8.1(p) Supplier's Proposal
 - 8.1(q) Any Addenda issued to the Bid Documents
 - 8.1(r) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 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.
- 9.2 OWNER and SUPPLIER 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.
- 9.3 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.

- 9.4 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.
- 9.4(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.
 - 9.4(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.
 - 9.4(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.
 - 9.4(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 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**
- 9.5 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.
- 9.5(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.
 - 9.5(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.
 - 9.5(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.
 - 9.5(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.

- 9.6 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 287, Florida Statutes, which provides for Procurement of Personal Property and Services, specifically Section 287.138, Contracting with Entities of Foreign Countries of Concern. The Contractor acknowledges its legal obligation to comply with § 287.138, Florida Statutes.
- 9.6(a) Pursuant to Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 9.6(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 9.6(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.
- 9.7 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 287, Florida Statutes, which provides for Procurement of Personal Property and Services, specifically Section 287.135, Contracting with Scrutinized Companies. The Contractor acknowledges its legal obligation to comply with § 287.135, Florida Statutes.
- 9.7(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 9.7(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 9.7(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

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 SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

SUPPLIER

H.C. Warner, Inc.
2970 Mercury Road
Jacksonville, FL 32207

Dana Shewmaker, V.P. of Operations

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER

Approving an Interlocal Agreement with the Treasure Coast Regional Planning Council for planning services for the Town of Jupiter's Parks and Recreation Master Plan



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director, Mike Hoffmann, Senior Director, Community Services
SUBJECT	Resolution 25-25 , Approving an Interlocal Agreement with the Treasure Coast Regional Planning Council for planning services for the Town of Jupiter's Parks and Recreation Master Plan

EXECUTIVE SUMMARY

Staff seeks approval of an Interlocal Agreement between the Town of Jupiter and the Treasure Coast Regional Planning Council (TCRPC) to provide planning services and technical assistance for the Town's Parks and Recreation Master Plan.

The Town Attorney has reviewed the attached documents and finds them to be in acceptable form.

ANALYSIS

The Town has requested assistance from the Treasure Coast Regional Planning Council (TCRPC) to facilitate the development, public input and finalization of a Parks and Recreation Master Plan (Plan), inclusive of a 10-year prioritized list of capital improvements.

TCRPC's work will be coordinated by Town staff in support of a Town consulting firm (Consultant), who is primarily responsible for the production of the Plan. The goals of the process include the following:

- Due diligence to define project parameters, opportunities, and challenges
- Meeting facilitation with Town staff and the Consultant to assist with capital project prioritization, Plan development, and presentation materials
- Meeting with Town Council members to obtain input on capital project prioritization
- Facilitation of public and Town Council workshops to gain input on Plan and capital project priorities and a Town Council hearing regarding Plan adoption
- Technical assistance with Plan development supporting Consultant production of Plan

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence
- Unique, Small Town Feel

ATTACHMENTS

1. Resolution No. 25-25
2. Interlocal Agreement

FUNDING SOURCE

Approved in Budget \$35,000

Sources:00136172-534005
Recreation Contractual
Services

For more information or copies of the attachments, please contact Scott Reynolds at
scottr@jupiter.fl.us or 561-741-2327.

RESOLUTION NO. 25-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TREASURE COAST REGIONAL PLANNING COUNCIL FOR PLANNING SERVICES AND TECHNICAL ASSISTANCE RELATED TO THE COMPLETION OF A PARKS AND RECREATION MASTER PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Fla. Stat.; and

WHEREAS, Section 163.01, Florida Statutes authorizes government agencies to enter into interlocal agreements to make the most efficient use of their powers and resources for their mutual benefit; and

WHEREAS, pursuant to Sections 186.502 and 120.52, Florida Statutes, the Treasure Coast Regional Planning Council (TCRPC) is a regional planning agency with the authority to provide planning services and technical assistance in the planning and implementation of local government programs; and

WHEREAS, pursuant to Section 287.057, Florida Statutes government agencies or entities can enter into contracts with each other without a request for proposal and are not subject to competitive solicitation requirements; and

WHEREAS, the Town Council has a Strategic Initiative which requires the completion of a parks and recreational facilities master plan; and

WHEREAS, the Town Manager has solicited a proposal from the TCRPC for it to provide certain planning services and technical assistance to assist the Town staff in its completion and presentation of a parks and recreation master plan; and

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the Interlocal Agreement between the Town and the TCRPC, a copy of which is attached hereto and incorporated herein.

Section 3. This resolution shall take effect immediately upon its execution.

**INTERLOCAL AGREEMENT
BETWEEN THE
TOWN OF JUPITER AND THE
TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this **21st** day of **January, 2025** by and between the Town of Jupiter (herein referred to as “Town”), and the Treasure Coast Regional Planning Council (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The Town of Jupiter and TCRPC may sometimes be referred to herein as “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

WHEREAS, Chapter 163, Florida Statutes, Part I, permits public agencies as defined therein to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, pursuant to Fla. Stat. § 186.505 (19), the TCRPC is permitted to enter into contracts to provide at cost planning services and technical assistance to the Town; and

WHEREAS, the Town and the TCRPC desire to enter into an agreement whereby the TCRPC will provide planning services and technical assistance regarding the Parks and Recreation Master Plan.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to memorialize the terms under which the TCRPC will provide planning services and technical assistance as set forth in the Scope of Services described in the attached Exhibit “A” which is incorporated herein pertaining to the Parks and Recreation Master Plan being developed by the Town, and its third party consultant (herein referred to as “Consultant”).

SECTION 2. TERM

This Agreement shall begin upon execution by both parties and shall end when the Town determines that the services identified in Attachment “A” have been completed, unless terminated earlier in accordance with Section 4 of this Agreement.

SECTION 3. RECORD KEEPING

- A. All records submitted by the TCRPC shall be kept for three years after the termination of this Agreement and shall be maintained such that they are sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The TCRPC shall allow access to its records during normal business hours and upon reasonable advance requests of the Town, its employees, consultants, and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by either party provided the terminating party provides 30 days written notice. The Town shall be obligated to pay the TCRPC for only its work completed up to the date of the notice of termination.

SECTION 5. REMEDIES

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 6. INDEMNIFICATION

Each Party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other Party, and the other Party respective officers, employees, servants or agents from each Party’s own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of action, legal or administrative proceedings, judgments, interest, attorney’s fees, costs, and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by either Party that it has agreed to be sued, or is waiving the protections afforded to it by sovereign immunity, or the monetary limits thereof as provided for in Section 768.28, Florida Statutes, including limits on attorney’s fees.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this

Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 8. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties.

SECTION 9. AMENDMENTS

This Agreement may be modified and amended only by written instrument executed by Parties' authorized representatives.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Town:

Frank J. Kitzerow, Town Manager
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Thomas J. Baird, Town Attorney
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

For the TCRPC:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 11. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the Scope of Services identified in Attachment "A." As consideration for performance of work rendered under this Agreement, the Town agrees to pay the TCRPC a fixed fee of \$35,000; which shall be inclusive of any travel to and from, and TCRPC employees attendance at all required meetings and workshops, out-of-pocket expenses (printing

and reproduction costs), mail, couriers, subconsultant costs, and excludes advertising, promotional, and meeting venue expenses, which will be paid directly by the Town.

- B. The satisfactory completion of the services to be performed by TCRPC, in accordance with general industry standards and best practices, and the submission of an invoice to the Town, shall be considered the TCRPC's request for payment for the services to be rendered as set forth in Attachment "A."
- C. The Town shall pay the TCRPC within 30 days of receipt of an invoice.
- D. Additional services may be provided by the TCRPC to the Town upon a written request and amendment to this Agreement.

SECTION 11. GOVERNING LAW/ LAW VENUE

This Agreement shall be governed by the laws of the state of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

SECTION 12. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties.

SECTION 13. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the Town or the TCRPC.

SECTION 14. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 15. EQUAL OPPORTUNITY PROVISION

The Town and the TCRPC agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, gender identity, or sexual orientation be excluded from the benefits of, or be subject to any form of discrimination, under any activity carried out in the performance of the Agreement.

SECTION 16. EFFECTIVE DATE

This Agreement shall become effective following the approval and execution of the Parties authorized representatives, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

SECTION 17. PUBLIC RECORDS.

In performing services pursuant to this Agreement, the TCRPC shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes., the TCRPC shall:

- A. Keep and maintain public records associated with the services to be provided to the Town.
- B. Upon request from the Town's custodian of public records, provide the Town 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 Agreement term and following completion of the Agreement if the TCRPC does not transfer the records to the Town.
- D. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the TCRPC or keep and maintain public records required by the Town to perform the services. If the TCRPC transfers all public records to the Town upon completion of the Agreement, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TCRPC keeps and maintains public records upon completion of the Agreement, the TCRPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LAURA CAHILL, CMC
561-741-2352
LAURAC@JUPITER.FL.US
210 MILITARY TRAIL
JUPITER, FLORIDA 33458**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

ATTEST:

Town of Jupiter

By: _____
Laura Cahill, CMC
Town Clerk

By: _____
Jim Kuretski
Mayor

Approved as to form and legal sufficiency:

By: _____
Thomas J. Baird
Town Attorney

ATTEST:

Treasure Coast Regional Planning Council

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form and legal sufficiency:

By: _____
Keith Davis
General Counsel

ATTACHMENT A
SCOPE OF SERVICES
TOWN OF JUPITER
PUBLIC ENGAGEMENT, WORKSHOPS, AND TECHNICAL ASSISTANCE
SUPPORTING THE DEVELOPMENT OF A PARKS & RECREATION MASTER PLAN

JANUARY 6, 2025

PROJECT DESCRIPTION:

The Town of Jupiter (Town) has requested that Treasure Coast Regional Planning Council (TCRPC) facilitate a public outreach process to engage Town staff, the Town Council, and the public and assist with the development of a Parks and Recreation Master Plan (Plan), inclusive of a 10-year prioritized list of capital improvements. TCRPC's work will be coordinated by Town staff in support of a Town consulting firm (Consultant), who is primarily responsible for the production of the Plan. The goals of the process include the following:

- Due diligence to define project parameters, opportunities, and challenges
- Meeting facilitation with Town staff and the Consultant to assist with capital project prioritization, Plan development, and presentation materials
- Meeting facilitation with Town Council members and Consultant to obtain input on capital project prioritization
- Facilitation of public and Town Council workshops to gain input on Plan and capital project priorities and a Town Council hearing regarding Plan adoption
- Technical assistance with Plan development supporting Consultant production of Plan

SCOPE OF SERVICES:

Task 1: Project Coordination & Due Diligence Assessment

Staff Meeting #1

TCRPC will facilitate all project coordination meetings needed for the project, beginning with Staff Meeting #1, which is to clarify the project schedule and goals, gather background data, assess Plan development progress, review public outreach to-date, and refine the project scope as needed. The Town will provide all background documents, including draft Plan documents, records of public input, and current capital improvements program (CIP). Additional staff meetings will be scheduled throughout the course of the project to review public input and maintain clarity and consistency among team members on the project mission and goals. Staff Meeting #1 will be scheduled with Town staff in the first month of the project following execution

of the Interlocal Agreement. TCRPC will be responsible for agendas, facilitation, and meeting notes for all Staff Meetings.

Due Diligence Assessment

TCRPC will review background documents related to the project, including draft Plan documents, records of public input, CIP, and assessments of parks and recreational properties and facilities. Additionally, TCRPC will conduct site reconnaissance with Town staff as needed to better understand existing conditions.

Staff Meeting #2

TCRPC will facilitate Staff Meeting #2 with Town staff and the Consultant to review progress to-date, assess Plan development, and clarify coordination activities to advance the Plan development process, including project schedule, public outreach activities, and Town Council adoption. TCRPC will develop a PowerPoint presentation to facilitate the meeting and document input.

Staff Meeting #3

TCRPC will facilitate Staff Meeting #3 with Town staff, including additional departmental representatives as appropriate, and the Consultant to review progress to-date, assess Plan development, and identify preliminary CIP priorities in five- and ten-year increments. TCRPC will develop a PowerPoint presentation to facilitate the meeting and document input.

Task 1 Deliverables

1. Facilitation of Staff Meetings #1, #2 and #3 and Meeting Summaries (Agendas, Participant Lists, and Meeting Notes)
2. Project Memorandum #1, including:
 - Summary of Results of Staff Meetings #1, #2 and #3
 - Plan Template with Graphics Standards
 - Preliminary CIP Priorities

Task 2: Public Outreach and Assistance with Updated Draft Plan

Plan Development Assistance

Working with the Consultant and pursuant to input derived through the initial Staff Meetings, TCRPC will assist in revisions to produce an Updated Draft Plan that may include revised formatting, graphics, and narrative elements. Areas of emphasis within the Updated Draft Plan will include a summary of relevant national trends as related to Town parks and recreational activities, integration of current CIP activities, and five- and ten-year prioritized lists of staff-identified capital projects. TCRPC will provide design guidance, edits to narrative components,

and assist with Plan format, legibility, and composition; the Consultant will be responsible for producing the Updated Draft Plan.

Staff Meeting #4 and Revised Draft Plan

TCRPC will facilitate Staff Meeting #4 with Town staff and the Consultant to review the Updated Draft Plan and identify necessary revisions. TCRPC will assist the Consultant with revisions to produce a Revised Draft Plan reflecting staff input and summary PowerPoint presentation. The Revised Draft Plan and presentation will be transmitted to Town staff for one round of consolidated edits.

Town Council Briefings

In conjunction with Town staff and the Consultant, TCRPC will facilitate individual interviews with Town Council members to review Plan progress to-date, the Revised Draft Plan, and preliminary CIP priorities. TCRPC will provide a PowerPoint presentation to facilitate the meetings and document input.

Staff Meeting #5 and Town Council PowerPoint

TCRPC will facilitate Staff Meeting #5 with Town staff and the Consultant to review input derived from the Town Council briefings, identify necessary revisions to the Revised Draft Plan, and review a draft Town Council Workshop PowerPoint presentation. TCRPC will assist the Consultant with revisions to the Revised Draft Plan reflecting Town Council input as appropriate. The Revised Draft Plan and presentation will be transmitted to Town staff for one round of consolidated edits.

Town Council Workshop (Roundtable)

TCRPC will facilitate a Town Council workshop “roundtable” discussion with Town staff and the Consultant to review Plan progress to-date, the Revised Draft Plan, and recommended CIP priorities. TCRPC will provide a PowerPoint presentation to facilitate the workshop and document input.

Public Workshop

In conjunction with Town staff and the Consultant, TCRPC will facilitate a public workshop to present the Revised Draft Plan, including recommended CIP priorities. TCRPC will provide a PowerPoint presentation to facilitate the meeting and document input.

Task 2 Deliverables

1. Facilitation of Staff Meetings #4 and #5 and Meeting Summaries (Agendas, Participant Lists, and Meeting Notes)
2. PowerPoint Presentations for Town Council Briefings, Town Council Workshop, and Public Workshop
3. Revised Draft Plan (produced by Consultant with assistance from TCRPC)

Task 3: Final Plan and Town Council Presentation

Staff Meeting #6 and Final Draft Plan

TCRPC will facilitate Staff Meeting #6 with Town staff and the Consultant to review public input and identify revisions as appropriate to the Revised Draft Plan. TCRPC will assist the Consultant to produce a Final Draft Plan and presentation summarizing key revisions subsequent to the Town Council workshop presentation. The Final Draft Plan and presentation will be transmitted to Town staff for one round of consolidated edits.

Town Council Briefings

In conjunction with Town staff and the Consultant, TCRPC will facilitate individual interviews with Town Council members to review the Final Draft Plan and recommended CIP priorities. TCRPC will provide a PowerPoint presentation to facilitate the meetings and document input.

Town Council Presentation

Working with Town staff and the Consultant, TCRPC will facilitate a presentation to Town Council summarizing the Final Draft Plan, noting revisions subsequent to the Town Council Workshop, which is intended to assist the Town Council with adoption of the Final Plan. TCRPC will provide a PowerPoint presentation to facilitate the meeting and document input.

Staff Meeting #7 and Final Plan

TCRPC will facilitate Staff Meeting #7 with Town staff and the Consultant to identify final revisions to the Final Draft Plan as appropriate. Working with the Consultant, TCRPC will assist with the development of a Final Plan, which will be transmitted to Town Staff.

Task 3 Deliverables

1. Facilitation of Staff Meetings #6 and #7 and Meeting Summaries (Agendas, Participant Lists, and Meeting Notes)
2. Summary PowerPoint Presentation
3. Facilitation of Town Council Presentation
4. Final Draft and Final Plan (produced by Consultant with assistance from TCRPC)

FORMAT OF DELIVERABLES:

DELIVERABLE	FORMAT
Project Memoranda, Agendas, Participant Lists and Meeting Notes from Staff, Town Council, and Public Meetings	Electronic copies in MS Word & PDF formats
Project and Workshop Presentations	Electronic copies in Power Point & PDF formats
Draft and Final Plan	Electronic copy in PDF format

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of **\$35,000 (Thirty-Five Thousand and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services. The fee excludes advertising, promotional, and meeting venue and refreshment expenses, all of which will be paid directly by the Town.

TCRPC will provide all work and products, outlined in the scope above, payable according to the following schedule. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour.

KEY ACTION	% OF TOTAL	FEE
Execution of the Interlocal Agreement	10%	\$3,500
Completion of Task One	30%	\$10,500
Completion of Task Two	40%	\$14,000
Completion of Task Three	20%	\$7,000
Total Fee	100%	\$35,000

ANTICIPATED SCHEDULE:

The anticipated project schedule, contingent upon execution of the Interlocal Agreement in January 2025, is as follows.

ANTICIPATED PROJECT SCHEDULE

JUPITER - PARKS & RECREATION MASTER PLAN ASSISTANCE (REV. 1/6/2025)			2025							
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Task One	1.1	Facilitate Work Session 1 - Project Kickoff: Review Draft Plan, Consultant Progress, Current 5-Year CIP, Data Gaps, Outstanding Issues								
	1.2	Facilitate Work Session 2: Review Draft Plan and Staff Concerns with Town Staff & Consultant								
	1.3	Facilitate Work Session 3: Review Draft Plan with Town Departments & Consultant								
Task Two	2.1	Assist Consultant with Development of Updated Draft Plan (addressing Data Gaps, Narrative, Graphics, Formatting, Staff-Identified Priorities)								
	2.2	Facilitate Work Session 4: Review Updated Draft Plan with Town Staff & Consultant; Assist with Revisions								
	2.3	Facilitate Town Council Briefings and Town Council Roundtable with Town Staff & Consultant: Identification of Council CIP Priorities (with Summary PPT Presentation)								
	2.4	Assist Consultant with Development of Revised Draft Plan (incorporating Town Council input)								
	2.5	Facilitate Work Session 5 with Town Staff & Consultant: Review Revised Draft Plan and Public Workshop PPT Presentation								
	2.6	Facilitate Public Workshop ("Public Roundtable") with Town Staff & Consultant: Revised Draft Plan & Recommended CIP Priorities								
Task Three	3.1	Facilitate Work Session 6 with Town Staff & Consultant: Review of Public Input and Identify Revisions for Final Draft Plan								
	3.2	Review Report Revisions with Consultant; Assist with Development of Final Draft Plan								
	3.3	Facilitate Town Council Individual Briefings with Town Staff & Consultant: Review of Final Draft Plan (with Summary PPT Presentation)								
	3.4	Facilitate Town Council Presentation with Town Staff & Consultant: Final Draft Plan								
	3.5	Assist Consultant with Development of Final Plan								
	3.6	Facilitate Work Session 7 with Town Staff & Consultant: Review of Final Plan								

TOWN OF JUPITER
Palm Beach North Chamber of Commerce Partnership Agreement for "Jupiter HarborFest"



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Mike Hoffmann, Senior Director, Community Services
SUBJECT	Resolution 27-25, authorizing the Harborfest Partnership Agreement with the Palm Beach North Chamber of Commerce.

EXECUTIVE SUMMARY

Staff seeks approval of a five-year Partnership Agreement between the Town of Jupiter and the Palm Beach North Chamber of Commerce (PBNCC) to host Jupiter HarborFest, a music festival, with the inaugural event to take place in the Fall of 2025 at the Plaza Down Under on the Riverwalk.

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

ANALYSIS

As part of the Town Council's Strategic Plan, a key initiative is to promote music and the arts within the community. This includes evaluating and sponsoring an annual music festival in partnership with local businesses and venues. Evolving from prior discussions about hosting large-scale cultural events, this initiative aligns with the strategic goal of fostering vibrant community engagement.

The PBNCC and the Town have outlined a partnership to host a premier, annual music event—**Jupiter HarborFest**—scheduled for Fall 2025 at the Plaza Down Under on the Riverwalk. The Chamber will lead efforts in event coordination, including securing musical talent, while the Town will provide logistical, promotional, and sponsorship support.

This initiative aims to enhance the local cultural landscape, stimulate community engagement, and support local businesses through strategic partnerships and investments in the arts.

STRATEGIC PRIORITY

- Strong Local Economy
- Unique, Small Town Feel

ATTACHMENTS

1. Resolution 27-25
2. Town Agreement Jupiter Harborfest

FUNDING SOURCE

Approved in Budget

\$60,000

Sources: Recreation
Promotional Activities
00136172-548000

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Mike Hoffmann at MikeH@jupiter.fl.us or 561-741-2471.

RESOLUTION NO. 27-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE PALM BEACH NORTH CHAMBER OF COMMERCE, INC. FOR THE JUPITER HARBORFEST ANNUAL EVENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town will be celebrating a year-long celebration of its 100th Birthday or Centennial throughout 2025; and

WHEREAS, the Town Council desires as part of the Centennial Celebration to partner with the local business community and non-profit organizations; and

WHEREAS, the Town of Jupiter and the Palm Beach North Chamber of Commerce have worked collectively to identify an annual event called HarborFest which will hold its inaugural event to coincide with the Town's Centennial Celebration; and

WHEREAS, the Town Council and the Palm Beach North Chamber of Commerce will continue to hold the annual event called HarborFest for the next five years; and

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement between the Town and the Palm Beach North Chamber of Commerce, a copy of which is attached hereto and incorporated herein.

Section 3. This resolution shall take effect immediately upon its execution.

AGREEMENT FOR THE HOSTING AND SPONSORSHIP OF JUPITER HARBORFEST

THIS AGREEMENT FOR THE HOSTING AND SPONSORSHIP OF JUPITER HARBORFEST ("Agreement") is made and entered into this _____ day of _____ 2025 (the "effective date") by and between the **Town of Jupiter**, ("Town"), located at 210 North Military Trail, Jupiter, Florida 33458, and **Palm Beach North Chamber of Commerce, Inc.** ("Chamber"), with an address of 5520 PGA Boulevard Suite 200, Palm Beach Gardens, Florida 33418 (singularly "**Party**" or collectively "the **Parties**").

WITNESSETH:

WHEREAS, the Parties have agreed to work cooperatively to sponsor and hold an annual event to be known as Jupiter HarborFest ("**HarborFest**" or the "**Event**"); and

WHEREAS, the terms and conditions of the Parties' obligations are more particularly described below; and

WHEREAS, the inaugural Event is to be held in 2025 and will be part of the Town's year-long celebration of its 100th Birthday or Centennial; and

WHEREAS, the term of this Agreement shall be from January 1, 2025 through December 31, 2029, with one (1) additional automatic five - (5) year renewal period.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the Parties hereto acknowledge and agree as follows:

I. Event Details

- A. The first Event shall be held on Saturday, October 18, 2025 and Sunday, October 19, 2025, 12:00 p.m. to 8:00 p.m. each day, with additional dates to be mutually determined annually upon agreement of both parties.
- B. Location: Plaza Down Under at the Riverwalk, with the opportunity to explore additional locations within Jupiter for future years if the need arises.
- C. Event Budget. The Chamber shall annually establish a budget for the Event and shall manage Event expenses and revenues, and establish a budget for HarborFest.

II. The TOWN's obligations:

- A. Provide \$60,000) annually to produce the Event, payable thirty (30) days prior to the Event date.
- B. Site Access
- C. Support the economic impact of the Event by waiving certain fees and charges associated with the Town's permitting, review, and site preparation costs, including administrative costs.
- D. Promote the Event through:
 - i. Social media.
 - ii. Town Publications
 - iii. Produce and install light pole banners and signage at various Town-owned facilities and rights-of-way, and facilities owned by other agencies and organizations, depending on their permitting and authorization.
- E. Work cooperatively with the Chamber for the planned installation of infrastructure for the Event.

III. The Chamber's obligations:

- A. Acknowledge the Town as a sponsor, designating the Town as the "Host of Jupiter HarborFest" and use in all promotional material.
- B. Jointly develop the event branding and brand guidelines with the Town's Community Relations Department. In the event of termination, neither party can re-use the brand without the other party's express permission.
- C. Provide the Town the sponsorship package that correlates to the level of sponsorship support. Town will be recognized as the event partner, including benefits associated with being a Presenting/Host Sponsor. The Town and the Chamber will work on an annual basis to define the Sponsorship benefits offered to the Town as Presenting/Host Sponsor, commensurate with the Town's financial contribution to the Event (contemplated to potentially include name and logo on the Jupiter HarborFest internet site, and on digital and print collateral; extensive on-site presence, logo fence banners, and recognition throughout the day from The Main Event Stage).

- i. Post event items. TOWN will receive the following items within 45 days of the completion of the event.
 - (a) TOWN will receive a detailed report following the Event including media affidavits, press clippings, copies of all promotional pieces and a full media marketing profile of Event.
- D. Chamber shall be responsible for the cost of all onsite temporary infrastructure such as temporary fencing, booths, restrooms, stage, lighting and electrical. The Town shall not be responsible for these costs.
- E. The Chamber shall comply with all Town policies and provisions of the Town Code, Florida Statutes and any other applicable law.
 - i. Chamber shall secure permits for the site through TOWN for access to the site for the week leading up to the event.
 - ii. The Chamber shall pay for the cost of extra-duty Police and Fire-Rescue personnel and building inspection permits for structures.
- F. Develop a mechanism for supporting and involving the Town's business community, with an emphasis on those industries that provide and support arts and entertainment, hospitality, etc.

IV. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2025 through December 31, 2029, unless terminated earlier as provided for in Article V of this Agreement. This Agreement shall automatically renew for one (1) additional five- (5) year term unless terminated earlier in accordance with Article V of this Agreement.

V. TERMINATION.

Either party may terminate the agreement for convenience (with or without cause), upon providing six (6) months' prior written notice to the other party. Upon any such termination, the Parties waive any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

VI. INDEMNIFICATION.

The CHAMBER shall indemnify, defend, and hold harmless the Town its elected or appointed officials, employees, and agents, from any and all liabilities, losses, or damages, including attorney's fees and cost of defense, that the Town or its or appointed officials, employees, or agents 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 negligent acts or omissions or willful misconduct by the Chamber or its employees, agents, servants, principals, or

subcontractors. The Chamber shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, through trial and any appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may be incurred by the Town. The Chamber expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Chamber, shall in no way limit the responsibility to indemnify, defend, and hold harmless the TOWN or its elected or appointed officials, employees, or agents. This Article shall survive the termination of this Agreement.

VII. INSURANCE.

The Chamber shall not permit any performance to proceed pursuant to the terms of this Agreement until certification or proof of insurance has been received.

The Chamber shall submit a current Certificate of Insurance naming the Town of Jupiter as an additional insured and listed as such on the insurance certificate. New Certificates of Insurance are to be provided to the TOWN upon expiration.

The Chamber shall provide insurance coverage as follows and shall carry:

- A. Workers' Compensation Insurance - as required by law.
- B. Employer's Liability Insurance - One Million Dollars (\$1,000,000) per occurrence.
- C. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability must include:
 - i. Premises and/or Operations on an occurrence basis.
 - ii. Products and/or Completed Operations Liability on an occurrence basis.
 - iii. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - iv. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - v. Employee Dishonesty Coverage.
- D. Automobile Liability Insurance for owned, non-owned, and hired vehicles - One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

If no deductible for insurance is referenced above, the TOWN reserves the right to require such deductibles that shall be determined by its Risk Management Coordinator, but not more than \$25,000 per claim.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date hereinabove first written.

TOWN OF JUPITER, FLORIDA

By: _____

Jim Kuretski, Mayor

PALM BEACH NORTH CHAMBER OF COMMERCE, INC.

By: _____

Noel Martinez, President and Chief Executive Officer

#5951887 v1 26503-00001

TOWN OF JUPITER
Approving a Purchase Order to Kimley-Horn and Associates for Floridan Aquifer Wellhead



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a purchase order to Kimley-Horn and Associates for construction phase services for Floridan Aquifer Wellhead Improvements for an amount of \$324,100

EXECUTIVE SUMMARY

Approval of a purchase order to Kimley-Horn and Associates (KH) under their existing Professional Engineering Consultant Contract (W1742A), for an amount of \$324,100 for engineering services to support construction of wellhead improvements at six existing Floridan Aquifer (FA) wells is requested.

On October 15, 2024, the Town Council by Resolution 108-24 awarded a construction contract for an amount of \$3,948,860 to All Webbs Enterprises, Inc. 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). KH provided design and permitting services for the project and their professional engineering services are now needed to support the construction phase of the project. KH's proposal, included as Attachment 1, describes the detailed scope of work required, which includes shop drawing reviews, site visits anticipated over a 40-week duration to assist with detailed construction observation, attendance at construction progress meetings and equipment startups, review and response to contractor requests for information, development of punch lists, preparation of record drawings, and closeout of permits. Kimley-Horn's engineering services contract (W1724A) was awarded by Resolution 8-17 in March 2017 and subsequently renewed in April 2022. However, the Town's Procurement Policy and Standard Operating Procedures requires that the Town Council approve the purchase order due to its value exceeding \$50,000. KH is qualified to provide the necessary professional services for this project as they are the design engineer of record.

Funding for the requested purchase order to KH is available in the appropriated Capital Investment Program (CIP) budget for Floridan Production Well Replacement Program (W1817) as illustrated in Attachment 2. The value of KH's proposal is approximately 8% of the construction contract value, which is below the 10%-20% commonly used in the industry for budgetary purposes. KH has provided the Town and its Utility with engineering consultant services for over 35 years and continues to serve the Town well.

The construction contract with All Webbs commenced on December 4, 2024, and shop drawing submittals are being prepared for engineering review and approval. Material and equipment suppliers have indicated long lead times for construction items including stainless steel pipe, pumps, and electrical components. It is in the Town's and the contractor's best interest to

complete the shop drawing submittal process as quickly as possible so that the material orders can be made.

ANALYSIS

Approval of a purchase order to Kimley-Horn and Associates in an amount of \$324,100 for professional engineering services to support construction phase of Phase 1 for FAS wellhead improvements at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428) is requested. KH is most suitable to provide the necessary engineering services as they are the design engineer of record for the project. Sufficient funding for this purchase order is available in the appropriated CIP budget for Utilities Floridan Production Well Replacement Program (W1817).

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Kimley-Horn and Associates Statement of Work for FAS Wellhead Improvements Construction Phase Services at RO-2, 3, 5, 7, 11, and 13
2. FAS Wellhead Improvements Phase 1 Project Budget Update
3. FY2025 Adopted CIP Production Well Replacement Program (W1817)

FUNDING SOURCE

Approved in Budget	\$1,436,473	Sources: FA Well Replacements, CIP Acct. 40151033-563403-W1817
Additional Funding Requested	\$ N/A	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.



**STATEMENT OF WORK
To
TOWN OF JUPITER
FAS Wellhead Improvements
Construction Phase Services at RO-2, 3, 5, 7, 11, and 13
December 3, 2024**

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this Statement of Work to the Town of Jupiter (“Town” or “the Client”) for providing professional engineering services in support of the FAS Wellhead Improvements.

The project background, statement of work, schedule, and fee are below.

BACKGROUND

The Town has recently bid the FAS Wellhead Improvements at RO-2, 3, 5, 7, 11, and 13 project. Kimley-Horn has been requested to provide construction phase services for the project. The total duration of the project during construction phase is anticipated to be 40 weeks.

STATEMENT OF WORK

Construction Phase Services

Kimley-Horn will provide limited construction phase services for the project on an as-needed basis. Services that the Town may request of Kimley-Horn may consist of:

- Attend the Preconstruction Meeting
- Issue Clarifications and Interpretations (RFI Review)
- Attend project meetings. This Statement of Work includes attendance at 35 biweekly progress meetings during the course of the project.
- Review selected Shop Drawings and Samples
- Conduct up to 80 site visits
- Attend start-up of each of the 6 wells
- Attend punchlist walk and draft punchlist for each of the 6 wells
- Prepare Record Drawings based on contractor redlines
- Submit final permit release/clearance to the Health Dept. consisting of certification application, pressure test results, bacteriological testing, water quality tests, and record drawings. It is anticipated that two (2) clearance submittals (RO-5 and RO-13) will be required for the project.

A detailed description of the Kimley-Horn construction phase services is as follows:

Visits to Site and Observation of Construction. Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will periodically visit the site during the expected 40 week construction duration in order to observe the progress of the Work (up to 80 total site visits). Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

The purpose of our site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide the Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall we have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substantial Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and

Contractor, conduct a site visit with Town of Jupiter Utilities staff to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit with Town of Jupiter Utilities Staff to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list.

Assumptions/Clarifications

- Town will provide electronic files or hard copies of record drawings applicable to the project, if available. Record drawing information is provided for informational purposes only and should be verified by the consultant for accuracy in areas of conflict or question.
- Consultant may use the Town's resources to field verify horizontal and vertical record drawing information.
- Consultant may use Town's resources in confirming accuracy and identification of existing facilities.

Additional Services

Any services not specifically provided for in the above Statement of Work will be considered additional services and can be performed on an hourly basis in accordance with our contract with the Town upon authorization of future proposals.

Schedule

We will provide our services as expeditiously as practical to meet a mutually agreed upon schedule.

Compensation

Kimley-Horn will perform the construction phase services described in this Statement of Work on an hourly basis in accordance with our Contract with the Town. It is recommended that an initial budget of \$324,100 be established for these services.

Closure

In addition to the matters set forth herein, our work shall be subject to, and only to, the terms and conditions set forth in the Contract between the Town of Jupiter Utilities and Kimley-Horn and Associates (W1724A), dated April 18, 2022, which are incorporated by

reference. As used in the Contract, the term "the Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and the term "the Town" shall refer to The Town of Jupiter.

If you concur in all the foregoing and wish to direct us to proceed with the services, please issue a Work Order in accordance with the Contract.

We appreciate the opportunity to provide these services to you.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jason Lee, P.E.
Vice President

Attachment: Staff hour Spreadsheet

ESTIMATE FOR ENGINEERING SERVICES

PROJECT: FAS Wells RO-2, 3, 5, 7, 11, and 13 Construction Phase						SHEET 1 of 1				
CLIENT: Jupiter Utilities						FILE NO.				
ESTIMATOR: JRL						DATE: 12/3/2024				
						ALLOCATION 0.05				
DESCRIPTION:						DIRECT LABOR (MAN-HOURS)				
	Sr. Principal Engineer	Principal Engineer	Professional	Analyst	Inspector	Sr. Designer	Admin Asst.	Subs	EXP	LINE TOTAL
Task Description										
Construction Phase										
Attend preconstruction meeting		3			3					\$1,392
Issue Clarifications and Interpretations (RFI Review)	12	12			12		3			\$10,008
Serve as Town's representative/attend project meetings (35)	10	105			105		18			\$54,038
Site visits (80)	24	70			240		70			\$73,994
Review selected Shop Drawings (up to 140)	10	140			280		70			\$97,079
Electrical Construction Phase		16			16		18	\$22,000	\$36.42	\$31,329
Well Start-ups (total of 6)	6	30			48					\$18,739
Submit release clearance to Health Dept. (2)		4		14			14			\$4,761
Prepare Record Drawings		16		48			8			\$12,886
Substantial Completion Site Visit and Punchlist Development		18			36		2			\$11,313
Final Site Review		18			18		2			\$8,561
										\$0
TOTAL HOURS	62	432	0	62	758	0	205	\$22,000	\$36	\$324,100
LABOR (\$/HOUR)	\$328	\$296	\$187	\$140	\$146	\$203	\$99	1.0	1.0	
ALLOCATION	\$1,016	\$6,402	\$0	\$435	\$5,518	\$0	\$1,013	\$0	\$0	
SUBTOTAL	\$21,327	\$134,447	\$0	\$9,140	\$115,883	\$0	\$21,267	\$22,000	\$36	\$324,100

**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 1/8/2025**

Funding Sources	Available in Budget
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)
W2428 All Webbs Enterprises Construction Contract	\$ (3,948,860.00)
W2428 Materials Testing Services During Construction	\$ (5,075.00)
Total Phase 1 Expended & Encumbered to Date	\$ (5,077,167.20)

Remaining Anticipated Expenses	
W2428 Engineering Construction Phase Services	\$ (324,100.00)
W2428 Permit Fees	\$ (100.00)
Construction Contingency, 5%	\$ (198,000.00)
Total Remaining Anticipated Phase 1 Expenses	\$ (522,200.00)

Total Estimated Cost RO Wellhead Improvements & Repairs (Phase 1)	\$ (5,599,367.20)
--	--------------------------

Estimated Balance Remaining for RO Wellhead Improvements & Repairs (Phase 2)	\$ 1,411,195.03
---	------------------------

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

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029																							
Project Name: Production Well Replacement Program		Department: Utilities																					
Link to Strategic Plan/Strategic Result: Safety / Fiscal Responsibility		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Project #: W1817</td> <td style="padding: 5px;">Projected In-Service Date: 2027-2030</td> </tr> </table>	Project #: W1817	Projected In-Service Date: 2027-2030																			
Project #: W1817	Projected In-Service Date: 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.																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: left; padding: 5px;">Location(s) and Program Schedule</th> </tr> <tr> <th style="text-align: left; padding: 5px;">Fiscal Yr</th> <th style="text-align: left; padding: 5px;">Scope</th> <th style="text-align: left; padding: 5px;">Budget</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">2025</td> <td></td> <td style="text-align: right; padding: 5px;">\$0</td> </tr> <tr> <td style="padding: 5px;">2026</td> <td style="padding: 5px;">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)</td> <td style="text-align: right; padding: 5px;">\$2,551,853</td> </tr> <tr> <td style="padding: 5px;">2027</td> <td style="padding: 5px;">Replace two Surficial Aquifer (SA) production wells (SA21 & SA27). These well are no longer responding to well rehabilitation.</td> <td style="text-align: right; padding: 5px;">\$2,516,169</td> </tr> <tr> <td style="padding: 5px;">2028</td> <td></td> <td style="text-align: right; padding: 5px;">\$0</td> </tr> <tr> <td style="padding: 5px;">2029</td> <td style="padding: 5px;">Replace two Surficial Aquifer (SA) production wells (SA15 & SA18). These well are no longer responding to well rehabilitation.</td> <td style="text-align: right; padding: 5px;">\$2,382,883</td> </tr> </tbody> </table>			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
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
Approving Land License Agreements on Cypress Drive



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving Land License Agreements for Town-owned property on Cypress Drive (S2342)

EXECUTIVE SUMMARY

Staff is requesting approval to convert three existing land lease agreements for Town-owned land parcels with the property owners of 1600, 1640 and 1650 Cypress Drive to land license agreements and to execute three new land license agreements with the property owners ("Licensees") of 1556, 1620 and 1660 Cypress Drive, providing the six Licensees permission to utilize the property adjacent to their parcels for additional parking and storage space.

On April 3, 2007, by adoption of Resolution 39-07, the Town of Jupiter entered into land lease agreements with several property owners on Cypress Drive that allowed Town-owned property to be utilized for additional parking and storage by the abutting private property owners. The Town acquired the land in 2005, by Quit-Claim Deed from the Northern Palm Beach County Improvement District after construction of drainage improvements in the area. The location map provided as Attachment 1 illustrates the general location of the Town-owned property in yellow.

To relieve the Town of property tax responsibilities, the land lease agreements should be converted to land license agreements, where responsibility for payment of property taxes is assigned to the Licensees. Four land lease agreements remain active (1600, 1640, 1650 Cypress Drive and 1666 N. Old Dixie Highway); three of the four are interested in converting to land license agreements, while the property owner of 1666 N. Old Dixie Highway is not and intends to sell their property. The property owners of 1556, 1620, and 1660 Cypress Drive desire to enter into new land license agreements with the Town. A land license agreement for 1630 Cypress Drive was previously approved by the Town Council on May 21, 2024 and is currently active. Attachment 2 provides a listing of the license/lease agreements for the Town-owned parcels of land within the Cypress Drive corridor. The proposed land license agreements included as Attachments 3 through 8 contain legal descriptions and sketches of the subject Town-owned parcels of land, and are signed by the respective property owners.

The land license agreements in general include the following provisions:

- use of the property; no permanent structures, impervious areas, use or storage of hazardous materials is permitted
- the land may not be used for storage of trash, brush, or debris
- Licensee is responsible for maintenance of the property
- Licensee is responsible to provide insurance for the property, naming the Town as an additional insured
- Licensee is responsible to fully indemnify the Town

- tax responsibilities are placed on Licensee
- ten-year agreement term with provision for one ten-year renewal and one-year notice of Licensee's desire to end the agreement
- annual payments to the Town at a rate of \$0.514 per square foot, with annual escalation based on the most recent change in the Consumer Price Index for All Urban Consumers (CPI-U) or 5%, whichever is less
- initial payment due within five business days from execution date of the agreement (for new agreements only, existing lessees have already made the annual payment through February 2025)
- annual payments due March 1st of each year
- late fees, in an amount of 5% of the annual fee for payments received after March 5th of each year

The Town Attorney has reviewed the attached agreements and finds them to be in acceptable form.

ANALYSIS

The property owners of 1600, 1640 and 1650 Cypress Drive desire to convert their existing land lease agreements with the Town to land license agreements and the property owners 1556, 1620 and 1660 Cypress Drive desire to enter into new land license agreements with the Town, for use of Town-owned land parcels adjacent to each property for additional parking and storage. The Town Attorney has reviewed the land license agreement and finds it to be in acceptable form and the property owners have signed their respective license agreement indicating their interest in entering into such an agreement with the Town.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

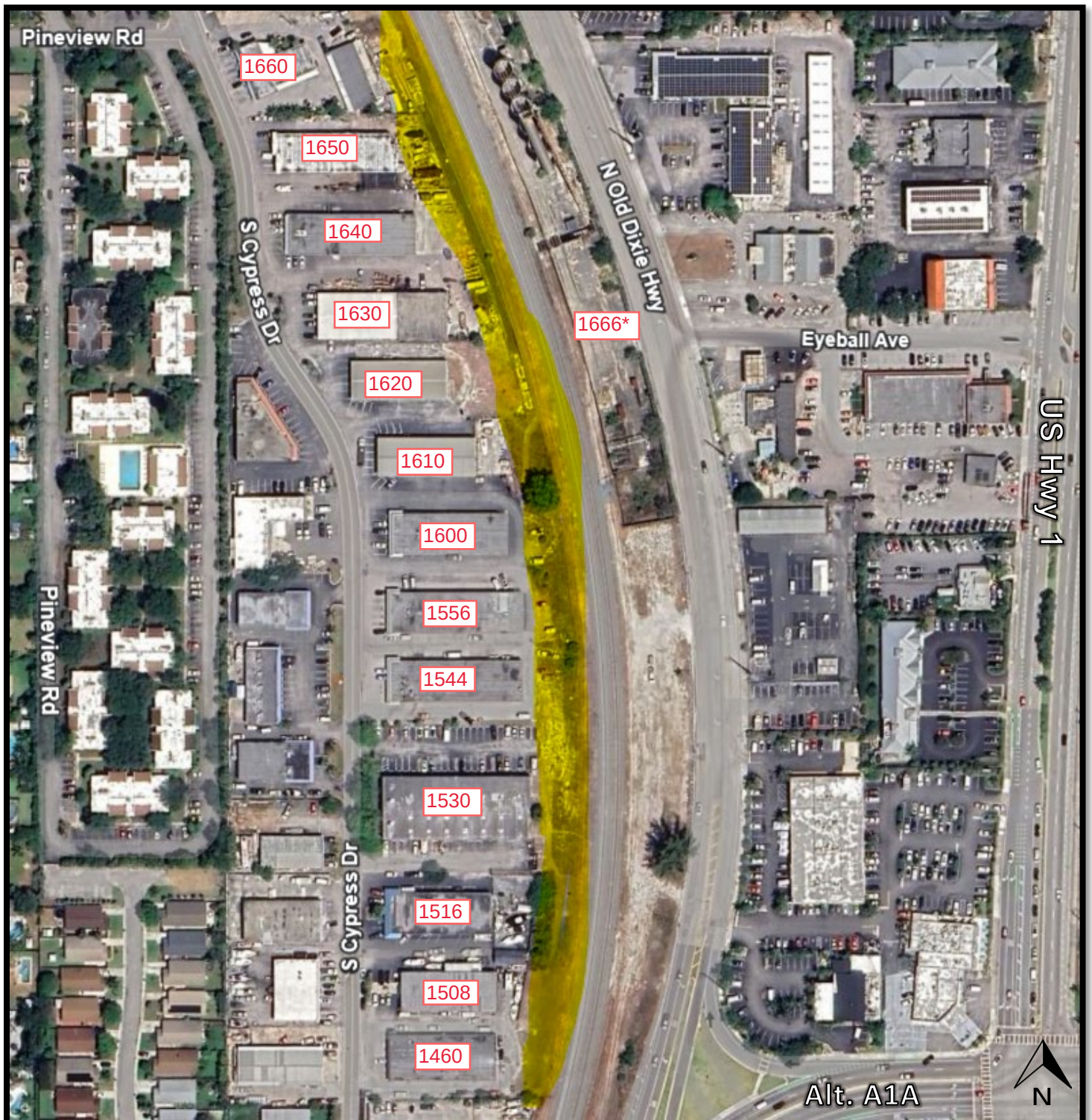
1. Location Map
2. Cypress Drive Land License/Lease Agreements Summary
3. 1556 Cypress Dr License Agreement
4. 1600 Cypress Dr License Agreement
5. 1620 Cypress Dr License Agreement
6. 1640 Cypress Dr License Agreement
7. 1650 Cypress Dr License Agreement
8. 1660 Cypress Dr License Agreement

FUNDING SOURCE

*Funding is not necessary for this request.

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

Location Map for Cypress Drive Land License Agreements



*Existing land lease agreement remains for 1666 N Old Dixie Highway

Cypress Drive Land License/Lease Agreements Summary

Address	Lessee/Licensee	Square Footage of Town Land	2024 Annual Fee	Status
1544 Cypress Dr	Broedell Group LLC	2,504	\$ -	Lease no longer active
1556 Cypress Dr	Broedell Group LLC	2,515	\$ 1,292.71	New License Agreement
1600 Cypress Dr	Broedell Group LLC	584*	\$ 300.18	Conversion from Lease to License
1610 Cypress Dr	Broedell Group LLC	2,562	\$ -	Lease no longer active
1620 Cypress Dr	Jupiter Mining LLC	2,596	\$ 1,334.34	New License Agreement
1630 Cypress Dr	Jupiter 1630 LLC	2,656	\$ 1,365.18	Active License Agreement
1640 Cypress Dr	Broedell Warehouse Rentals Inc	2,693	\$ 1,384.20	Conversion from Lease to License
1650 Cypress Dr	Cypress Drive Assoc., LLC	2,698	\$ 1,386.77	Conversion from Lease to License
1660 Cypress Dr	Mark Hemlak & Dorothy Grobins	2,698	\$ 1,386.77	New License Agreement
1666 N Old Dixie Hwy	Rinker Materials Corp	43,109	\$ 22,158.03	Active Lease, plans to sell the property

Notes:

*The area of Town parcel behind 1600 Cypress Dr. (2,534 SF) is reduced by 1,950 SF for a waterline easement provided by the property owner to the Town.

Annual fee is calculated based on a 2024 rate of \$0.514 per SF.

Annual fees will increase on March 1 of each year based on the CPI-U.

REAL PROPERTY LAND LICENSE AGREEMENT

THIS LAND LICENSE AGREEMENT ("License") is made this day of _____, 2024, by and between the TOWN OF JUPITER ("TOWN"), a municipal corporation organized and existing under the laws of the State of Florida and having an address of 210 Military Trail, Jupiter, Florida 33458, and **BROEDEL GROUP LLC**, whose business address is 1610 Cypress Drive, Jupiter, FL 33469 ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE has requested permission to use a certain parcel of property located east of and adjacent to 1556 Cypress Drive, Jupiter, FL 33469, and more specifically described in the drawing and legal description contained in Exhibit "A", attached hereto and incorporated herein and hereafter referred to as "LAND"; and

WHEREAS, in order to use the LAND, the TOWN requires that LICENSEE enter into this License.

NOW THEREFORE, the covenants and conditions contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them herein.

2. LAND AREA. The TOWN agrees to make the LAND available to LICENSEE for its use according to the terms of this License. LICENSEE shall cooperate with the TOWN to provide access to the LAND and adjacent lands, as may be needed during the term of the License, to enable the TOWN's Stormwater Utility to complete maintenance, repairs, or improvements as may be needed to the Town's drainage system.

3. PAYMENT FOR LAND LICENSE.

3.1 LICENSEE shall pay the TOWN an annual fee on or before the 1st day of March of each year the License is in effect, in an amount of \$1,292.71, based on a rate of \$0.514 per square foot. The annual fee shall be increased each year on March 1st based upon the most recent annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U) or 5%, whichever is lower.

3.2 Annual fees received after March 5th of each year, during the term of the License shall be subject to a late fee in the amount of 5% of the annual assessment.

3.3 Initial and final year payments shall be pro-rated based on the date the License. Initial payment shall be made by LICENSEE within five (5) business days of the execution date of the License.

3.4 Failure of LICENSEE to make annual payments and/or late fees to the Town shall be considered a default and shall subject this License to immediate revocation.

3.5 Should the TOWN request LICENSEE to vacate the LAND for a period of time to facilitate maintenance, repairs, or improvements of the Town's stormwater system, the TOWN shall refund a portion of LICENSEE'S annual fee, prorated for the time during which the LAND could not be used by LICENSEE as a result of TOWN'S activities, start and ending time periods for TOWN's use of the LAND shall be documented in writing between the parties.

4. AD VALOREM TAXES

4.1 LICENSEE shall pay, within thirty (30) calendar days after presentation from TOWN, bills for all special assessments, ad valorem taxes and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the LAND subject to this License.

5. SALES AND USE TAX, PERSONAL PROPERTY TAX

5.1 LICENSEE shall pay all Florida Sales and Use Taxes levied under Chapter 212.02(6) F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the LAND, and any other applicable taxes, fees, or governmental assessments against any equipment, personal property, and/or improvements owned, leased, or operated by LICENSEE, or directly associated with LICENSEE'S use of the LAND.

6. TERM AND RENEWAL. The term of this License shall be for ten (10) consecutive years, beginning on the date of the execution by the parties of the License and ending on the tenth anniversary date of the execution of the License. LICENSEE may terminate the License with one year advance written notice to the TOWN. Upon written consent of TOWN and LICENSEE, this agreement may be automatically renewed for one (1) additional ten (10) year term.

7. COMPLIANCE WITH LAWS. LICENSEE shall comply and adhere to all applicable local, state, or federal laws or regulations. LICENSEE releases the TOWN from any loss, claim or damage which LICENSEE may sustain arising directly or indirectly by reason of either existing or future zoning laws or other local, state, or federal laws or regulations which may adversely affect use by LICENSEE of the LAND described herein.

8. HAZARDOUS MATERIALS

8.1 LICENSEE shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any hazardous materials (as herein defined) on, under, in, above, to, or from the LAND except that Hazardous Materials may be used in the LAND as necessary for the customary maintenance of the LAND provided that same are used, stored and disposed of in strict compliance with applicable laws. For purposes of this provision, the term "hazardous materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

8.2 If LICENSEE's activities on the LAND or LICENSEE's use of the LAND (a) results in a release of hazardous materials that is not in compliance with applicable local, state or federal laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or applicable local, state, or federal laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then LICENSEE shall, at its sole cost and expense; (1) immediately provide written or email notice thereof to the TOWN's Stormwater Utility Coordinator as well as written notice to the TOWN in accordance with paragraph 14, herein, which notice shall identify the hazardous materials involved and the emergency procedures taken or to be taken; and (2) promptly take all action in response to such situation required by Applicable Laws, provided that LICENSEE shall first obtain Town of Jupiter Stormwater Utility's approval of the non-emergency remediation plan to be undertaken.

9. INSPECTION BY TOWN OF JUPITER. The TOWN shall have the right, at reasonable times and upon reasonable prior notice to LICENSEE to enter the LAND, for the purpose of examining and inspecting the condition of the LAND, to evaluate LICENSEE's compliance with the terms and conditions of this License.

10. SIGNS. LICENSEE shall not place any signs on the LAND, except with the prior written consent of the TOWN, including consent as to location and design, which may be withheld in the TOWN'S sole discretion. Any and all such approved signs shall be installed and shall be maintained by LICENSEE, at LICENSEE'S sole cost and expense and shall comply with all applicable laws. LICENSEE shall be responsible to TOWN for the installation, use and maintenance associated with approved signs and any damage resulting therefrom. LICENSEE shall remove signs prior to termination of the License and upon such removal to restore and repair all areas incident to such removal.

11. LIMITATIONS ON USE OF LICENSED LAND.

11.1 TOWN makes no warranty, representation, or undertaking, express or implied as to the condition of the LAND and LICENSEE agrees to accept the LAND as is and use the LAND in accordance with this License. LICENSEE at its sole cost and expense, agrees to use the LAND in such condition and be responsible to maintain and

repair the LAND as needed. LICENSEE, at its sole cost and expense may make such improvements to the LAND as needed for LICENSEE'S purposes in accordance with other terms and conditions of this License provided it complies with all applicable rules, codes, and regulations.

11.2 LICENSEE shall keep the LAND free and clear from any and all trash, brush, debris. TOWN shall have no duty to inspect, maintain, or improve the LAND during the term of this License.

11.3 LICENSEE shall not erect any permanent structures on the LAND. The LAND may be improved with shell rock for the parking of vehicles or storage but no concrete or asphalt paving is allowed. The LICENSEE shall not use or store chemical or hazardous materials as defined herein on the LAND. Motorized vehicles, boats, motors, engines, tools, or other equipment that use fuel or fluids shall be maintained so as not to leak any fuel, fluids, chemicals or other liquids on the LAND or adjacent land. The outdoor storage of junk, appliances, scrap metals and materials, barrels, and other such items is strictly prohibited on the LAND. The LICENSEE shall permit the TOWN to access the LAND as needed, in the TOWN's discretion, to maintain, repair, and improve the TOWN's drainage system.

11.4 LICENSEE'S use and maintenance of the LAND shall in no way, or at any time, interfere with or obstruct the use of the LAND or of the adjacent lands owned by the TOWN, its agents, employees, patrons or assigns. LICENSEE shall not discharge surface water upon the LAND or adjacent property owned by the TOWN and LICENSEE hereby expressly releases the TOWN from liability for any surface water flowing naturally from the LAND or adjacent property owned by the TOWN. LICENSEE further agrees to not alter the LAND so as to cause water to drain or flow onto TOWN'S adjacent property or to undermine in any way the TOWN'S adjacent property.

11.5 No right of way, expressed or implied, over remaining property of Town for the benefit of the LAND is granted by this License, other than as set forth above in the definition of the LAND.

11.6 LICENSEE may erect a chain link fence along all boundaries of the LAND, of a type approved by the TOWN, and thereafter LICENSEE shall maintain, repair and/or replace said fence at LICENSEE's sole expense. LICENSEE agrees to remove fence prior to termination of the License and upon such removal to restore and repair all areas incident to such removal. All such costs are at LICENSEE's sole expense.

11.7 LICENSEE shall have no authority or power, express or implied, to create or cause any construction lien or mechanics or materialmen's lien or claim of any kind against the LAND. LICENSEE will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after written request by TOWN, and shall indemnify the TOWN against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT

TOWN SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LICENSEE, OR TO ANYONE HOLDING THE LAND THROUGH OR UNDER THE LICENSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF THE TOWN ON THE LAND. LICENSEE SHALL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LICENSEE AND PROVIDING LABOR, SERVICES OR MATERIAL TO THE LAND.

. **12. TERMINATION.** Notwithstanding anything to the contrary contained herein, TOWN shall have the right to terminate this License upon ninety (90) days written notice to LICENSEE.

13. CONDITIONS OF PROPERTY ON TERMINATION

13.1 LICENSEE shall not mutilate, damage, misuse, or alter, the LAND, but shall keep the same in good condition and repair, and upon the termination hereof deliver them up, in as good condition as they now are in, or may be put in by the TOWN, ordinary wear and tear, and damages by the elements without concurring fault on the part of the LICENSEE, excepted. Any and all repairs, alterations or improvements made on the LAND by the LICENSEE shall be at LICENSEE's expense unless otherwise expressly agreed in writing.

13.2 Upon the termination or expiration of this License, LICENSEE shall surrender the LAND to the TOWN, in the same condition as received except for ordinary wear and tear which LICENSEE was not otherwise obligated to remedy under any provision of this License. LICENSEE shall remove all equipment, materials, works and personal property ("LICENSEE's Property") prior to termination or expiration of this License. LICENSEE shall repair, at LICENSEE's sole expense, any damages to the LAND resulting from the removal of any of LICENSEE'S Property. If LICENSEE fails to remove personal property, TOWN's may assume LICENSEE's Property as TOWN property or TOWN may arrange to have LICENSEE'S Property removed from the LAND and stored in another location determined by the TOWN with or without LICENSEE's permission. The cost or expense for removal and/or storage of LICENSEE'S Property from the LAND shall be paid by LICENSEE to the TOWN forthwith upon written demand by TOWN for same.

14. NOTICE. Notices required to be provided pursuant to this License shall be sent to the following addresses:

To TOWN: Town of Jupiter
 Attn. Stormwater Utility
 210 Military Trail
 Jupiter, Florida 33458

To LICENSEE: FRANK J BROEDEL, III
1610 Cypress Drive
Jupiter, FL 33469

15. INSURANCE. LICENSEE shall provide to the TOWN insurance for the LAND in the amounts and under the conditions prescribed in Exhibit "B" which shall at all times remain current. The TOWN shall be named on the LICENSEE's policy as an additional insured.

16. INDEMNIFICATION. In consideration of the payment of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, LICENSEE shall protect, defend, indemnify and hold harmless the TOWN from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this License for any personal injury, loss of life and/or damage to property sustained in or about the land by reason or as a result of the use and occupancy of the LAND by LICENSEE, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event the TOWN shall be made a party to any litigation commenced against LICENSEE or by LICENSEE against any third party, then the LICENSEE shall protect, defend, indemnify and hold the TOWN harmless and pay all costs and attorney's fees incurred by the TOWN in connection with such litigation, and any appeals thereof.

17. THIRD PARTIES. Nothing in this License, whether express or implied, is intended to confer any rights or remedies under or by reason of this License upon any person other than the parties hereto and their respective permitted successors or assigns, nor is anything in this License intended to relieve or discharge the obligation or liability of any third persons who is a permitted successor or assign to this License, nor shall any provision thereof give any third person any right of subrogation or action over or against either party to this License.

18. ASSIGNMENT. This License shall not be transferred or assigned without the express written consent of the TOWN, which the TOWN may withhold in its sole discretion.

19. FURTHER ASSURANCES. The parties shall from time to time execute and deliver such other and further instruments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intent of this License.

20. BINDING EFFECT. All of the terms and provisions of this License shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

21. ENTIRE AGREEMENT. This License shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this License, which alone fully and completely expresses their understanding.

22. AMENDMENTS. This License may not be amended, modified, altered, or charged in any respect, except as provided for by a written amendment to the License duly executed by each of the parties hereto.

23. ATTORNEY FEES. In the event either party is required to commence legal action to enforce the terms of this License, the prevailing party shall be entitled to recover its attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

TOWN OF JUPITER:

ATTEST:

By: _____

Jim Kuretski, Mayor

By: _____

Laura Cahill, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

.

By: _____

Thomas J. Baird, Town Attorney

Broedell Group LLC

By: FRANK BROEDELL JR

Name: Frank Broedell

Title: PRES OWNER

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence, the undersigned Notary Public and for the State of Florida on this 7th day of August, 2024, by Francis Joseph Broedel III, in his capacity as

_____ of _____
who is personally known to me, or has provided Florida B 634-250-75-064-0 as
identification.

(SEAL)



Jennifer L. Wofford
Notary Public
Commission Expires _____

EXHIBIT A

Survey and Legal Description

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 8, KURTZ SUBDIVISION
LEASE AREA

LEGAL DESCRIPTION

A STRIP OF LAND 25.00 FEET IN WIDTH, LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEAST CORNER OF THE PLAT OF JUPITER IN THE PINES SECTION 'C', AS RECORDED IN PLAT BOOK 26, PAGE 19, PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND THE NORTHEAST CORNER OF THE UNRECORDED PLAT OF KURTZ INDUSTRIAL SUBDIVISION. SAID INTERSECTION ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE SOUTH 22°41'11" EAST ALONG THE EAST LINE OF SAID KURTZ INDUSTRIAL SUBDIVISION, A DISTANCE OF 283.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1809.86 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID EAST LINE OF KURTZ INDUSTRIAL SUBDIVISION AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°22'58", A DISTANCE OF 454.33 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 8 OF SAID KURTZ INDUSTRIAL SUBDIVISION, AND THE POINT OF BEGINNING; THENCE NORTH 89°34'22" EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 25.23 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1834.86 FEET AND A CHORD BEARING OF SOUTH 06°37'29" EAST; THENCE DEPARTING SAID EASTERLY EXTENSION OF THE NORTH LINE OF LOT 8 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°08'29", A DISTANCE OF 100.60 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°34'22" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 25.08 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, SAID CORNER ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1809.86 FEET AND A CHORD BEARING OF NORTH 06°42'39" WEST; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT 8 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°11'07" A DISTANCE OF 100.62 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,515 FEET OR 0.06 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: 07/26/ 2006

LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

LIDBERG LAND SURVEYING, INC.

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

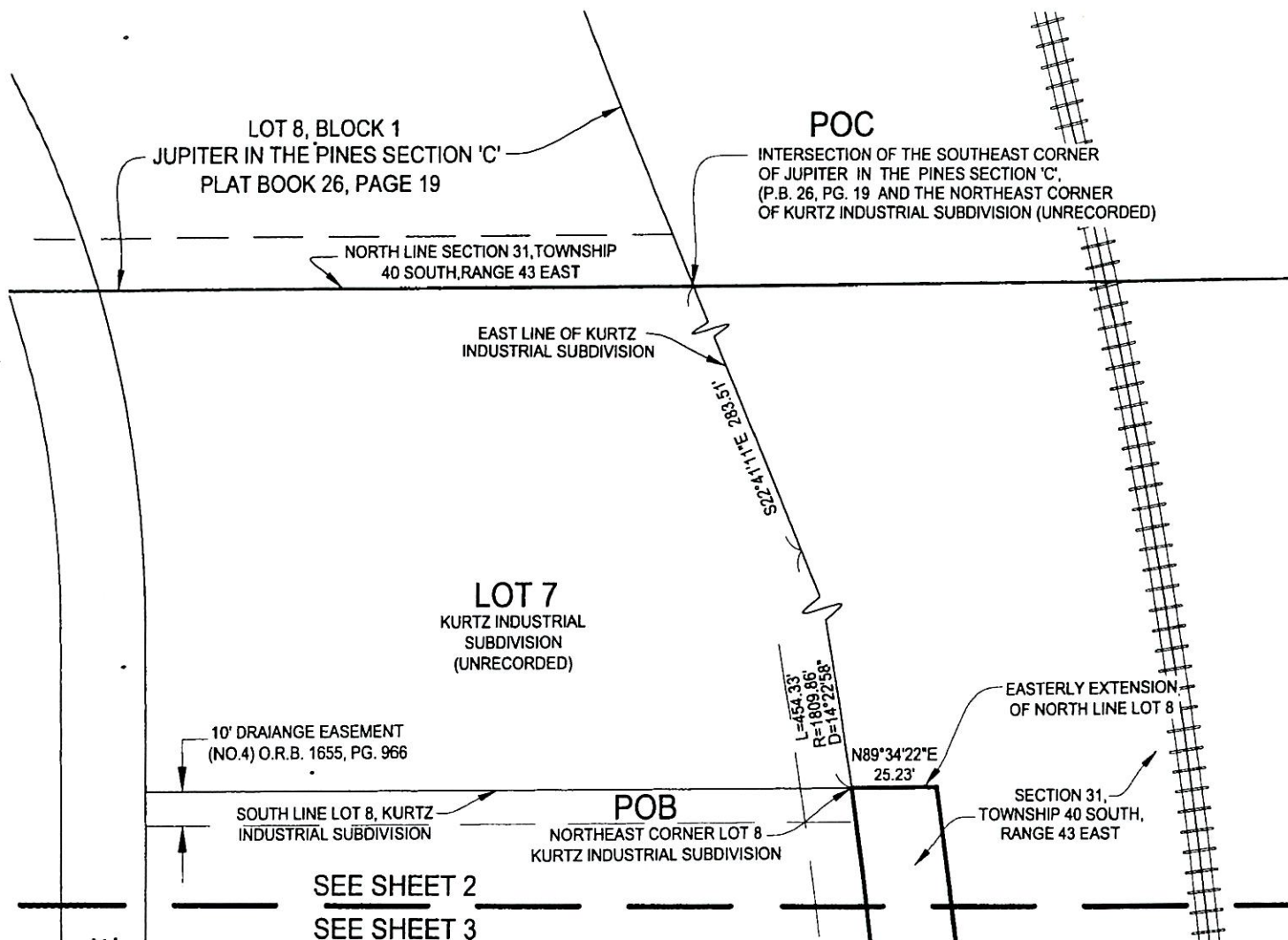
CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

REF K:\AUTOCAD\

FLD	FB.	PG.	JOB
OFF	A.J.C.		06-001-303
CKD	D.C.L.	SHEET 1 OF 3	DATE 07/26/06
			DWG A06-001G

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 8, KURTZ SUBDIVISION
LEASE AREA



**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

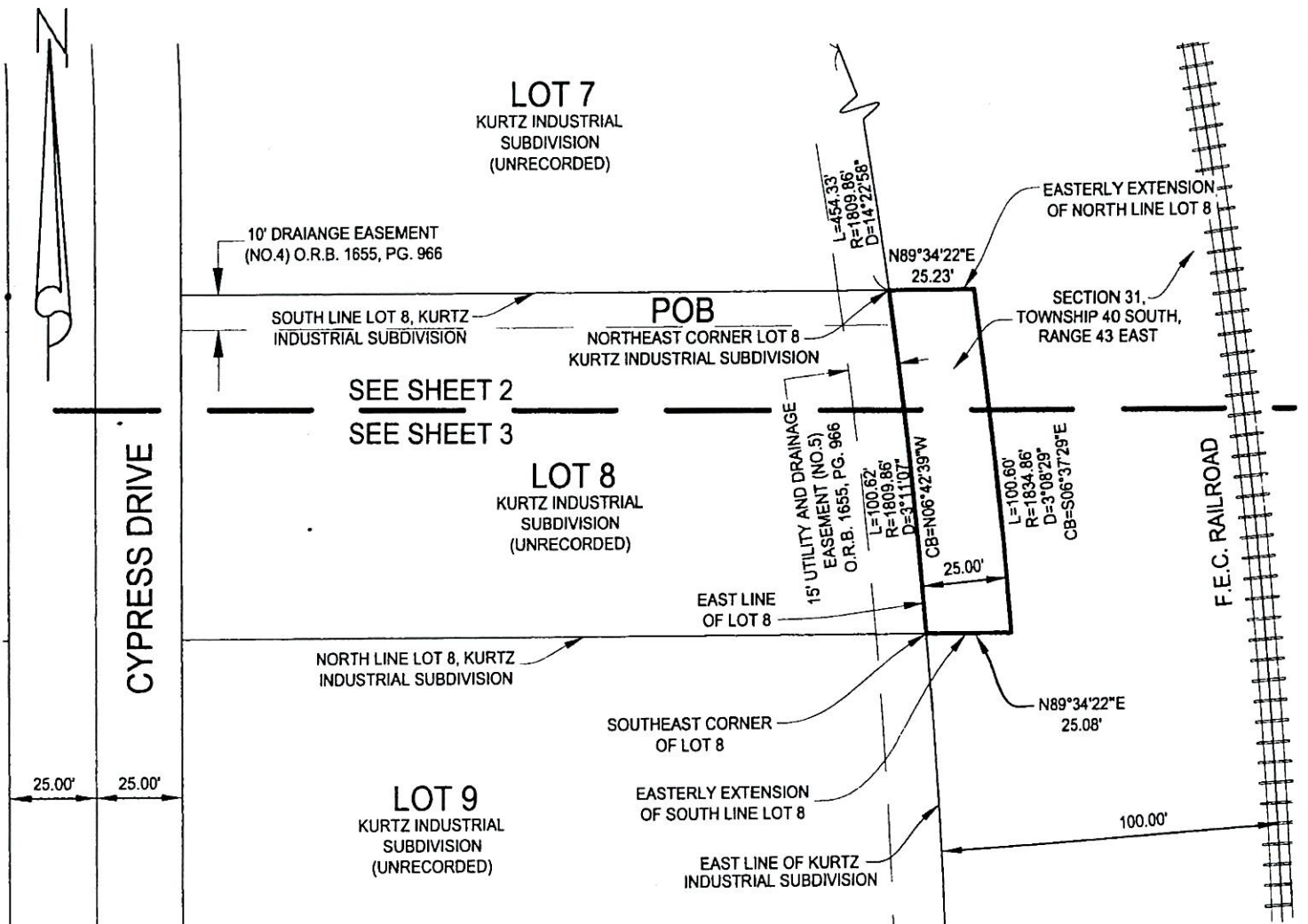
CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

REF K:\AUTOCAD\

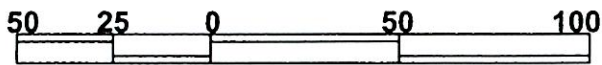
FLD	FB.	PG.	JOB 06-001-303
OFF A.J.C.			DATE 07/26/06
CKD D.C.L.	SHEET 2 OF 3	DWG A06-001G	

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 8, KURTZ SUBDIVISION
LEASE AREA



NOTE: THIS DRAWING IS NOT A SURVEY



GRAPHIC SCALE IN FEET
SCALE: 1" = 50'

LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

REF K:\AUTOCAD\

FLD	FB.	PG.	JOB
OFF	A.J.C.		06-001-303
CKD	D.C.L.	SHEET 3 OF 3	DATE 07/26/06
			DWG A06-001G

EXHIBIT B - INSURANCE REQUIREMENTS

The following limits of liability and other insurance shall be provided by LICENSEE for at least the following amounts or greater where required by law, for the duration of this License. Best's guide rating A+, B+, VIII or better, latest edition shall be provided.

1. Worker's Compensation per Statutory limits of the State of Florida to include Employer's Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
2. General Liability Insurance shall be provided by LICENSEE to protect the TOWN against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation on the LAND while under LICENSEE'S, its agents, employees, invitees, and/or members of the public's use. This policy is to provide coverage for premises/operations including auto liability, independent contractors, broad form contractual liability, products/completed operations.
 - (1) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate,
 - Products and Completed Operations
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - (3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - (4) Personal Injury, with employment exclusion deleted
 - \$1,000,000 Annual Aggregate
 - Comprehensive Automobile Liability:
 - (1) Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Accident
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - (3) Combined Single Limit (Bodily Injury and Property Damage)
 - \$2,000,000 Each Accident
3. The Town of Jupiter, Florida shall be included as a named insured party under the LICENSEE'S Insurance policies referenced herein above. The following statement shall appear unaltered on the Certificate of Insurance: "The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy

and shall be provided any Notice of Cancellation of any of the above referenced policies."

4. A thirty (30) day written Notice of Cancellation is required and must be stated on the Certificate of Insurance.
5. The Certificate of Insurance shall be issued to the Town of Jupiter Stormwater Utility, 17403 Central Boulevard, Jupiter, FL 33458

#5496305 v1 26503-00001

REAL PROPERTY LAND LICENSE AGREEMENT

THIS LAND LICENSE AGREEMENT ("License") is made this day of _____, 2024, by and between the TOWN OF JUPITER ("TOWN"), a municipal corporation organized and existing under the laws of the State of Florida and having an address of 210 Military Trail, Jupiter, Florida 33458, and **BROEDELL GROUP LLC**, whose business address is 1610 Cypress Drive, Jupiter, FL 33469 ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE has requested permission to use a certain parcel of property located east of and adjacent to 1600 Cypress Drive, Jupiter, FL 33469, and more specifically described in the drawing and legal description contained in Exhibit "A", attached hereto and incorporated herein and hereafter referred to as "LAND"; and

WHEREAS, in order to use the LAND, the TOWN requires that LICENSEE enter into this License.

NOW THEREFORE, the covenants and conditions contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them herein.

2. LAND AREA. The TOWN agrees to make the LAND available to LICENSEE for its use according to the terms of this License. LICENSEE shall cooperate with the TOWN to provide access to the LAND and adjacent lands, as may be needed during the term of the License, to enable the TOWN's Stormwater Utility to complete maintenance, repairs, or improvements as may be needed to the Town's drainage system.

3. PAYMENT FOR LAND LICENSE.

3.1 LICENSEE shall pay the TOWN an annual fee on or before the 1st day of March of each year the License is in effect, in an amount of \$300.18, based on a rate of \$0.514 per square foot. The annual fee shall be increased each year on March 1st based upon the most recent annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U) or 5%, whichever is lower.

3.2 Annual fees received after March 5th of each year, during the term of the License shall be subject to a late fee in the amount of 5% of the annual assessment.

3.3 Initial and final year payments shall be pro-rated based on the date the License. Initial payment shall be made by LICENSEE within five (5) business days of the execution date of the License.

3.4 Failure of LICENSEE to make annual payments and/or late fees to the Town shall be considered a default and shall subject this License to immediate revocation.

3.5 Should the TOWN request LICENSEE to vacate the LAND for a period of time to facilitate maintenance, repairs, or improvements of the Town's stormwater system, the TOWN shall refund a portion of LICENSEE'S annual fee, prorated for the time during which the LAND could not be used by LICENSEE as a result of TOWN'S activities, start and ending time periods for TOWN's use of the LAND shall be documented in writing between the parties.

4. AD VALOREM TAXES

4.1 LICENSEE shall pay, within thirty (30) calendar days after presentation from TOWN, bills for all special assessments, ad valorem taxes and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the LAND subject to this License.

5. SALES AND USE TAX, PERSONAL PROPERTY TAX

5.1 LICENSEE shall pay all Florida Sales and Use Taxes levied under Chapter 212.02(6) F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the LAND, and any other applicable taxes, fees, or governmental assessments against any equipment, personal property, and/or improvements owned, leased, or operated by LICENSEE, or directly associated with LICENSEE'S use of the LAND.

6. TERM AND RENEWAL. The term of this License shall be for ten (10) consecutive years, beginning on the date of the execution by the parties of the License and ending on the tenth anniversary date of the execution of the License. LICENSEE may terminate the License with one year advance written notice to the TOWN. Upon written consent of TOWN and LICENSEE, this agreement may be automatically renewed for one (1) additional ten (10) year term.

7. COMPLIANCE WITH LAWS. LICENSEE shall comply and adhere to all applicable local, state, or federal laws or regulations. LICENSEE releases the TOWN from any loss, claim or damage which LICENSEE may sustain arising directly or indirectly by reason of either existing or future zoning laws or other local, state, or federal laws or regulations which may adversely affect use by LICENSEE of the LAND described herein.

8. HAZARDOUS MATERIALS

8.1 LICENSEE shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any hazardous materials (as herein defined) on, under, in, above, to, or from the LAND except that Hazardous Materials may be used in the LAND as necessary for the customary maintenance of the LAND provided that same are used, stored and disposed of in strict compliance with applicable laws. For purposes of this provision, the term "hazardous materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

8.2 If LICENSEE's activities on the LAND or LICENSEE's use of the LAND (a) results in a release of hazardous materials that is not in compliance with applicable local, state or federal laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or applicable local, state, or federal laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then LICENSEE shall, at its sole cost and expense; (1) immediately provide written or email notice thereof to the TOWN's Stormwater Utility Coordinator as well as written notice to the TOWN in accordance with paragraph 14, herein, which notice shall identify the hazardous materials involved and the emergency procedures taken or to be taken; and (2) promptly take all action in response to such situation required by Applicable Laws, provided that LICENSEE shall first obtain Town of Jupiter Stormwater Utility's approval of the non-emergency remediation plan to be undertaken.

9. INSPECTION BY TOWN OF JUPITER. The TOWN shall have the right, at reasonable times and upon reasonable prior notice to LICENSEE to enter the LAND, for the purpose of examining and inspecting the condition of the LAND, to evaluate LICENSEE's compliance with the terms and conditions of this License.

10. SIGNS. LICENSEE shall not place any signs on the LAND, except with the prior written consent of the TOWN, including consent as to location and design, which may be withheld in the TOWN'S sole discretion. Any and all such approved signs shall be installed and shall be maintained by LICENSEE, at LICENSEE'S sole cost and expense and shall comply with all applicable laws. LICENSEE shall be responsible to TOWN for the installation, use and maintenance associated with approved signs and any damage resulting therefrom. LICENSEE shall remove signs prior to termination of the License and upon such removal to restore and repair all areas incident to such removal.

11. LIMITATIONS ON USE OF LICENSED LAND.

11.1 TOWN makes no warranty, representation, or undertaking, express or implied as to the condition of the LAND and LICENSEE agrees to accept the LAND as is and use the LAND in accordance with this License. LICENSEE at its sole cost and expense, agrees to use the LAND in such condition and be responsible to maintain and

repair the LAND as needed. LICENSEE, at its sole cost and expense may make such improvements to the LAND as needed for LICENSEE'S purposes in accordance with other terms and conditions of this License provided it complies with all applicable rules, codes, and regulations.

11.2 LICENSEE shall keep the LAND free and clear from any and all trash, brush, debris. TOWN shall have no duty to inspect, maintain, or improve the LAND during the term of this License.

11.3 LICENSEE shall not erect any permanent structures on the LAND. The LAND may be improved with shell rock for the parking of vehicles or storage but no concrete or asphalt paving is allowed. The LICENSEE shall not use or store chemical or hazardous materials as defined herein on the LAND. Motorized vehicles, boats, motors, engines, tools, or other equipment that use fuel or fluids shall be maintained so as not to leak any fuel, fluids, chemicals or other liquids on the LAND or adjacent land. The outdoor storage of junk, appliances, scrap metals and materials, barrels, and other such items is strictly prohibited on the LAND. The LICENSEE shall permit the TOWN to access the LAND as needed, in the TOWN's discretion, to maintain, repair, and improve the TOWN's drainage system.

11.4 LICENSEE'S use and maintenance of the LAND shall in no way, or at any time, interfere with or obstruct the use of the LAND or of the adjacent lands owned by the TOWN, its agents, employees, patrons or assigns. LICENSEE shall not discharge surface water upon the LAND or adjacent property owned by the TOWN and LICENSEE hereby expressly releases the TOWN from liability for any surface water flowing naturally from the LAND or adjacent property owned by the TOWN. LICENSEE further agrees to not alter the LAND so as to cause water to drain or flow onto TOWN'S adjacent property or to undermine in any way the TOWN'S adjacent property.

11.5 No right of way, expressed or implied, over remaining property of Town for the benefit of the LAND is granted by this License, other than as set forth above in the definition of the LAND.

11.6 LICENSEE may erect a chain link fence along all boundaries of the LAND, of a type approved by the TOWN, and thereafter LICENSEE shall maintain, repair and/or replace said fence at LICENSEE's sole expense. LICENSEE agrees to remove fence prior to termination of the License and upon such removal to restore and repair all areas incident to such removal. All such costs are at LICENSEE's sole expense.

11.7 LICENSEE shall have no authority or power, express or implied, to create or cause any construction lien or mechanics or materialmen's lien or claim of any kind against the LAND. LICENSEE will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after written request by TOWN, and shall indemnify the TOWN against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT

TOWN SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LICENSEE, OR TO ANYONE HOLDING THE LAND THROUGH OR UNDER THE LICENSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF THE TOWN ON THE LAND. LICENSEE SHALL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LICENSEE AND PROVIDING LABOR, SERVICES OR MATERIAL TO THE LAND.

12. TERMINATION. Notwithstanding anything to the contrary contained herein, TOWN shall have the right to terminate this License upon ninety (90) days written notice to LICENSEE.

13. CONDITIONS OF PROPERTY ON TERMINATION

13.1 LICENSEE shall not mutilate, damage, misuse, or alter, the LAND, but shall keep the same in good condition and repair, and upon the termination hereof deliver them up, in as good condition as they now are in, or may be put in by the TOWN, ordinary wear and tear, and damages by the elements without concurring fault on the part of the LICENSEE, excepted. Any and all repairs, alterations or improvements made on the LAND by the LICENSEE shall be at LICENSEE's expense unless otherwise expressly agreed in writing.

13.2 Upon the termination or expiration of this License, LICENSEE shall surrender the LAND to the TOWN, in the same condition as received except for ordinary wear and tear which LICENSEE was not otherwise obligated to remedy under any provision of this License. LICENSEE shall remove all equipment, materials, works and personal property ("LICENSEE's Property") prior to termination or expiration of this License. LICENSEE shall repair, at LICENSEE's sole expense, any damages to the LAND resulting from the removal of any of LICENSEE'S Property. If LICENSEE fails to remove personal property, TOWN's may assume LICENSEE's Property as TOWN property or TOWN may arrange to have LICENSEE'S Property removed from the LAND and stored in another location determined by the TOWN with or without LICENSEE's permission. The cost or expense for removal and/or storage of LICENSEE'S Property from the LAND shall be paid by LICENSEE to the TOWN forthwith upon written demand by TOWN for same.

14. NOTICE. Notices required to be provided pursuant to this License shall be sent to the following addresses:

To TOWN:	Town of Jupiter
	Attn. Stormwater Utility
	210 Military Trail
	Jupiter, Florida 33458

To LICENSEE: FRANK J BROEDEL, III
1610 Cypress Drive
Jupiter, FL 33469

15. INSURANCE. LICENSEE shall provide to the TOWN insurance for the LAND in the amounts and under the conditions prescribed in Exhibit "B" which shall at all times remain current. The TOWN shall be named on the LICENSEE's policy as an additional insured.

16. INDEMNIFICATION. In consideration of the payment of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, LICENSEE shall protect, defend, indemnify and hold harmless the TOWN from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this License for any personal injury, loss of life and/or damage to property sustained in or about the land by reason or as a result of the use and occupancy of the LAND by LICENSEE, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event the TOWN shall be made a party to any litigation commenced against LICENSEE or by LICENSEE against any third party, then the LICENSEE shall protect, defend, indemnify and hold the TOWN harmless and pay all costs and attorney's fees incurred by the TOWN in connection with such litigation, and any appeals thereof.

17. THIRD PARTIES. Nothing in this License, whether express or implied, is intended to confer any rights or remedies under or by reason of this License upon any person other than the parties hereto and their respective permitted successors or assigns, nor is anything in this License intended to relieve or discharge the obligation or liability of any third persons who is a permitted successor or assign to this License, nor shall any provision thereof give any third person any right of subrogation or action over or against either party to this License.

18. ASSIGNMENT. This License shall not be transferred or assigned without the express written consent of the TOWN, which the TOWN may withhold in its sole discretion.

19. FURTHER ASSURANCES. The parties shall from time to time execute and deliver such other and further instruments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intent of this License.

20. BINDING EFFECT. All of the terms and provisions of this License shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

21. ENTIRE AGREEMENT. This License shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this License, which alone fully and completely expresses their understanding.

22. AMENDMENTS. This License may not be amended, modified, altered, or charged in any respect, except as provided for by a written amendment to the License duly executed by each of the parties hereto.

23. ATTORNEY FEES. In the event either party is required to commence legal action to enforce the terms of this License, the prevailing party shall be entitled to recover its attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

TOWN OF JUPITER:

ATTEST:

By: _____

Jim Kuretski, Mayor

By: _____

Laura Cahill, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Thomas J. Baird, Town Attorney

Broedell Group LLC

By: FRANK BROEDER III

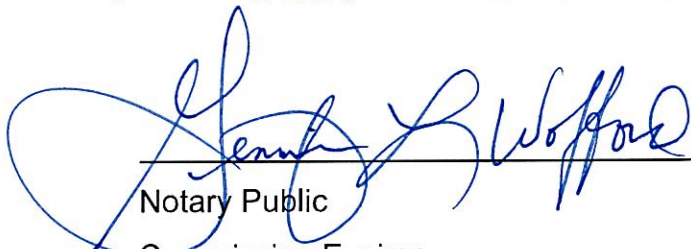
Name: Frank Broeder III

Title: PRES OWNER

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence, the undersigned Notary Public and for the State of Florida on this 7th day of August, 2024, by Francis Joseph Broedell III, in his capacity as _____ of _____ who is personally known to me, or has provided Florida 6634-250-75-064-0 as identification.





Notary Public
Commission Expires _____

EXHIBIT A

Survey and Legal Description

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 7, KURTZ SUBDIVISION
LEASE AREA

LEGAL DESCRIPTION

A STRIP OF LAND 25.00 FEET IN WIDTH, LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEAST CORNER OF THE PLAT OF JUPITER IN THE PINES SECTION 'C', AS RECORDED IN PLAT BOOK 26, PAGE 19, PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND THE NORTHEAST CORNER OF THE UNRECORDED PLAT OF KURTZ INDUSTRIAL SUBDIVISION. SAID INTERSECTION ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE SOUTH 22°41'11" EAST ALONG THE EAST LINE OF SAID KURTZ INDUSTRIAL SUBDIVISION, A DISTANCE OF 283.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1809.86 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID EAST LINE OF KURTZ INDUSTRIAL SUBDIVISION AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°10'22", A DISTANCE OF 352.93 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 7 OF SAID KURTZ INDUSTRIAL SUBDIVISION, AND THE POINT OF BEGINNING; THENCE NORTH 89°34'22" EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 25.47 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1834.86 FEET AND A CHORD BEARING OF SOUTH 09°46'41" EAST; THENCE DEPARTING SAID EASTERLY EXTENSION OF THE NORTH LINE OF LOT 7 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°09'54", A DISTANCE OF 101.36 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 89°34'22" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 25.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7, SAID CORNER ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1809.86 FEET AND A CHORD BEARING OF NORTH 09°54'30" WEST; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT 7 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'36" A DISTANCE OF 101.40 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,534 FEET OR 0.06 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: 07/26/2006

LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

LIDBERG LAND SURVEYING, INC.

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

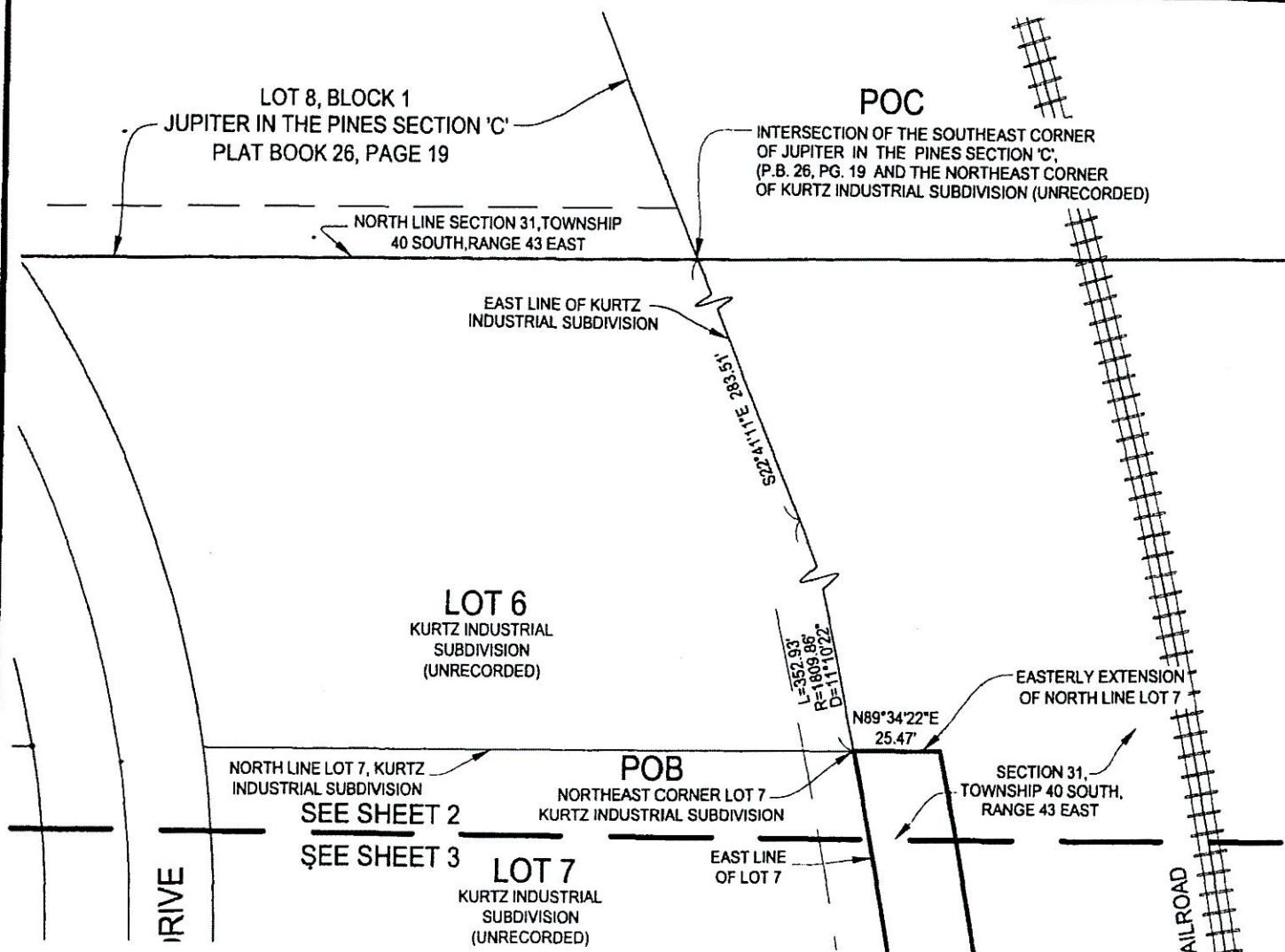
REF K:\AUTOCAD\

FLD	FB.	PG.	JOB	06-001-303
OFF	A.J.C.		DATE	07/26/06
CKD	D.C.L.	SHEET 1 OF 3	DWG	A06-001F

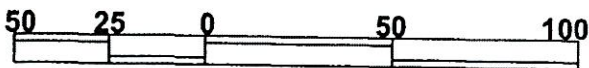
K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001.dwg 7/26/2006 1:40:05 PM EST

PREPARED FOR:
THE TOWN OF JUPITER

LOT 7, KURTZ SUBDIVISION
LEASE AREA



NOTE: THIS DRAWING IS NOT A SURVEY



GRAPHIC SCALE IN FEET
SCALE: 1" = 50'

LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

**LIDBERG LAND
SURVEYING, Inc.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

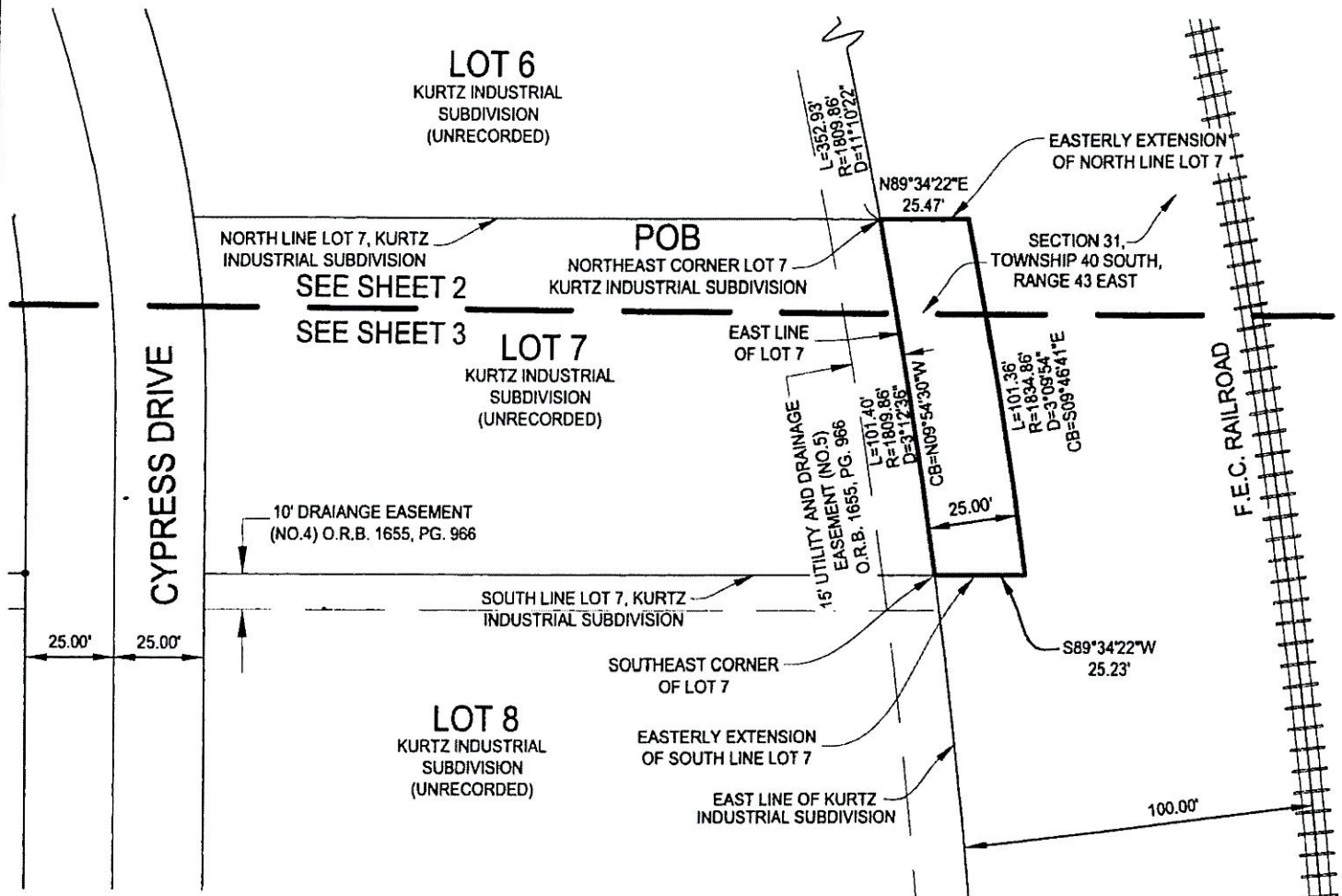
CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

REF K:\AUTOCAD\

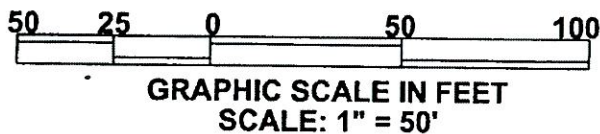
FLD	FB.	PG.	JOB
OFF	A.J.C.		06-001-303
CKD	D.C.L.	SHEET 2 OF 3	DATE 07/26/06
			DWG A06-001F

K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001.dwg 7/26/2006 1:40:05 PM EST

LOT 7, KURTZ SUBDIVISION
LEASE AREA



NOTE: THIS DRAWING IS NOT A SURVEY



LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

REF K:\AUTOCAD\

FLD	FB.	PG.	JOB
OFF	A.J.C.		06-001-303
CKD	D.C.L.	SHEET 3 OF 3	DATE 07/26/06
			DWG A06-001F

EXHIBIT B - INSURANCE REQUIREMENTS

The following limits of liability and other insurance shall be provided by LICENSEE for at least the following amounts or greater where required by law, for the duration of this License. Best's guide rating A+, B+, VIII or better, latest edition shall be provided.

1. Worker's Compensation per Statutory limits of the State of Florida to include Employer's Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
2. General Liability Insurance shall be provided by LICENSEE to protect the TOWN against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation on the LAND while under LICENSEE'S, its agents, employees, invitees, and/or members of the public's use. This policy is to provide coverage for premises/operations including auto liability, independent contractors, broad form contractual liability, products/completed operations.
 - (1) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate,
 - Products and Completed Operations
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - (3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - (4) Personal Injury, with employment exclusion deleted
 - \$1,000,000 Annual AggregateComprehensive Automobile Liability:
 - (1) Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Accident
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - (3) Combined Single Limit (Bodily Injury and Property Damage)
 - \$2,000,000 Each Accident
3. The Town of Jupiter, Florida shall be included as a named insured party under the LICENSEE'S Insurance policies referenced herein above. The following statement shall appear unaltered on the Certificate of Insurance: "The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy

and shall be provided any Notice of Cancellation of any of the above referenced policies."

4. A thirty (30) day written Notice of Cancellation is required and must be stated on the Certificate of Insurance.
5. The Certificate of Insurance shall be issued to the Town of Jupiter Stormwater Utility, 17403 Central Boulevard, Jupiter, FL 33458

#5496305 v1 26503-00001

REAL PROPERTY LAND LICENSE AGREEMENT

THIS LAND LICENSE AGREEMENT ("License") is made this day of _____, 2024, by and between the TOWN OF JUPITER ("TOWN"), a municipal corporation organized and existing under the laws of the State of Florida and having an address of 210 Military Trail, Jupiter, Florida 33458, and **Jupiter Mining LLC**, whose mailing address is 1620 Cypress Dr, Jupiter, FL 33469 ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE has requested permission to use a 25 foot wide parcel of property located east of and adjacent to 1620 Cypress Drive, Jupiter, FL 33469, and more specifically described in the drawing and legal description contained in Exhibit "A", attached hereto and incorporated herein and hereafter referred to as "LAND"; and

WHEREAS, in order to use the LAND, the TOWN requires that LICENSEE enter into this License.

NOW THEREFORE, the covenants and conditions contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them herein.

2. LAND AREA. The TOWN agrees to make the LAND available to LICENSEE for its use according to the terms of this License. LICENSEE shall cooperate with the TOWN to provide access to the LAND and adjacent lands, as may be needed during the term of the License, to enable the TOWN's Stormwater Utility to complete maintenance, repairs, or improvements as may be needed to the Town's drainage system.

3. PAYMENT FOR LAND LICENSE.

\$1,335.37

3.1 LICENSEE shall pay the TOWN an annual fee on or before the 1st day of March of each year the License is in effect, in an amount of ~~\$1,336.00~~, based on a rate of \$0.514 per square foot. The annual fee shall be increased each year on March 1st based upon the most recent annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U) or 5%, whichever is lower.

3.2 Annual fees received after March 5th of each year, during the term of the License shall be subject to a late fee in the amount of 5% of the annual assessment.

3.3 Initial and final year payments shall be pro-rated based on the date the License. Initial payment shall be made by LICENSEE within five (5) business days of the execution date of the License.

3.4 Failure of LICENSEE to make annual payments and/or late fees to the Town shall be considered a default and shall subject this License to immediate revocation.

3.5 Should the TOWN request LICENSEE to vacate the LAND for a period of time to facilitate maintenance, repairs, or improvements of the Town's stormwater system, the TOWN shall refund a portion of LICENSEE'S annual fee, prorated for the time during which the LAND could not be used by LICENSEE as a result of TOWN'S activities, start and ending time periods for TOWN's use of the LAND shall be documented in writing between the parties.

4. AD VALOREM TAXES

4.1 LICENSEE shall pay, within thirty (30) calendar days after presentation from TOWN, bills for all special assessments, ad valorem taxes and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the LAND subject to this License.

5. SALES AND USE TAX, PERSONAL PROPERTY TAX

5.1 LICENSEE shall pay all Florida Sales and Use Taxes levied under Chapter 212.02(6) F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the LAND, and any other applicable taxes, fees, or governmental assessments against any equipment, personal property, and/or improvements owned, leased, or operated by LICENSEE, or directly associated with LICENSEE'S use of the LAND.

6. TERM AND RENEWAL. The term of this License shall be for ten (10) consecutive years, beginning on the date of the execution by the parties of the License and ending on the tenth anniversary date of the execution of the License. LICENSEE may terminate the License with one year advance written notice to the TOWN. Upon written consent of TOWN and LICENSEE, this agreement may be automatically renewed for one (1) additional ten (10) year term.

7. COMPLIANCE WITH LAWS. LICENSEE shall comply and adhere to all applicable local, state, or federal laws or regulations. LICENSEE releases the TOWN from any loss, claim or damage which LICENSEE may sustain arising directly or indirectly by reason of either existing or future zoning laws or other local, state, or federal laws or regulations which may adversely affect use by LICENSEE of the LAND described herein.



8. HAZARDOUS MATERIALS

8.1 LICENSEE shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any hazardous materials (as herein defined) on, under, in, above, to, or from the LAND except that Hazardous Materials may be used in the LAND as necessary for the customary maintenance of the LAND provided that same are used, stored and disposed of in strict compliance with applicable laws. For purposes of this provision, the term "hazardous materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

8.2 If LICENSEE's activities on the LAND or LICENSEE's use of the LAND (a) results in a release of hazardous materials that is not in compliance with applicable local, state or federal laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or applicable local, state, or federal laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then LICENSEE shall, at its sole cost and expense; (1) immediately provide written or email notice thereof to the TOWN's Stormwater Utility Coordinator as well as written notice to the TOWN in accordance with paragraph 14, herein, which notice shall identify the hazardous materials involved and the emergency procedures taken or to be taken; and (2) promptly take all action in response to such situation required by Applicable Laws, provided that LICENSEE shall first obtain Town of Jupiter Stormwater Utility's approval of the non-emergency remediation plan to be undertaken.

9. INSPECTION BY TOWN OF JUPITER. The TOWN shall have the right, at reasonable times and upon reasonable prior notice to LICENSEE to enter the LAND, for the purpose of examining and inspecting the condition of the LAND, to evaluate LICENSEE's compliance with the terms and conditions of this License.

10. SIGNS. LICENSEE shall not place any signs on the LAND, except with the prior written consent of the TOWN, including consent as to location and design, which may be withheld in the TOWN'S sole discretion. Any and all such approved signs shall be installed and shall be maintained by LICENSEE, at LICENSEE'S sole cost and expense and shall comply with all applicable laws. LICENSEE shall be responsible to TOWN for the installation, use and maintenance associated with approved signs and any damage resulting therefrom. LICENSEE shall remove signs prior to termination of the License and upon such removal to restore and repair all areas incident to such removal.

11. LIMITATIONS ON USE OF LICENSED LAND.

11.1 TOWN makes no warranty, representation, or undertaking, express or implied as to the condition of the LAND and LICENSEE agrees to accept the LAND as is and use the LAND in accordance with this License. LICENSEE at its sole cost and expense, agrees to use the LAND in such condition and be responsible to maintain and



repair the LAND as needed. LICENSEE, at its sole cost and expense may make such improvements to the LAND as needed for LICENSEE'S purposes in accordance with other terms and conditions of this License provided it complies with all applicable rules, codes, and regulations.

11.2 LICENSEE shall keep the LAND free and clear from any and all trash, brush, debris. TOWN shall have no duty to inspect, maintain, or improve the LAND during the term of this License.

11.3 LICENSEE shall not erect any permanent structures on the LAND. The LAND may be improved with shell rock for the parking of vehicles or storage but no concrete or asphalt paving is allowed. The LICENSEE shall not use or store chemical or hazardous materials as defined herein on the LAND. Motorized vehicles, boats, motors, engines, tools, or other equipment that use fuel or fluids shall be maintained so as not to leak any fuel, fluids, chemicals or other liquids on the LAND or adjacent land. The outdoor storage of junk, appliances, scrap metals and materials, barrels, and other such items is strictly prohibited on the LAND. The LICENSEE shall permit the TOWN to access the LAND as needed, in the TOWN's discretion, to maintain, repair, and improve the TOWN's drainage system.

11.4 LICENSEE'S use and maintenance of the LAND shall in no way, or at any time, interfere with or obstruct the use of the LAND or of the adjacent lands owned by the TOWN, its agents, employees, patrons or assigns. LICENSEE shall not discharge surface water upon the LAND or adjacent property owned by the TOWN and LICENSEE hereby expressly releases the TOWN from liability for any surface water flowing naturally from the LAND or adjacent property owned by the TOWN. LICENSEE further agrees to not alter the LAND so as to cause water to drain or flow onto TOWN'S adjacent property or to undermine in any way the TOWN'S adjacent property.

11.5 No right of way, expressed or implied, over remaining property of Town for the benefit of the LAND is granted by this License, other than as set forth above in the definition of the LAND.

11.6 LICENSEE may erect a chain link fence along all boundaries of the LAND, of a type approved by the TOWN, and thereafter LICENSEE shall maintain, repair and/or replace said fence at LICENSEE's sole expense. LICENSEE agrees to remove fence prior to termination of the License and upon such removal to restore and repair all areas incident to such removal. All such costs are at LICENSEE's sole expense.

11.7 LICENSEE shall have no authority or power, express or implied, to create or cause any construction lien or mechanics or materialmen's lien or claim of any kind against the LAND. LICENSEE will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after written request by TOWN, and shall indemnify the TOWN against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT



TOWN SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LICENSEE, OR TO ANYONE HOLDING THE LAND THROUGH OR UNDER THE LICENSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF THE TOWN ON THE LAND. LICENSEE SHALL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LICENSEE AND PROVIDING LABOR, SERVICES OR MATERIAL TO THE LAND.

12. TERMINATION. Notwithstanding anything to the contrary contained herein, TOWN shall have the right to terminate this License upon ninety (90) days written notice to LICENSEE.

13. CONDITIONS OF PROPERTY ON TERMINATION

13.1 LICENSEE shall not mutilate, damage, misuse, or alter, the LAND, but shall keep the same in good condition and repair, and upon the termination hereof deliver them up, in as good condition as they now are in, or may be put in by the TOWN, ordinary wear and tear, and damages by the elements without concurring fault on the part of the LICENSEE, excepted. Any and all repairs, alterations or improvements made on the LAND by the LICENSEE shall be at LICENSEE's expense unless otherwise expressly agreed in writing.

13.2 Upon the termination or expiration of this License, LICENSEE shall surrender the LAND to the TOWN, in the same condition as received except for ordinary wear and tear which LICENSEE was not otherwise obligated to remedy under any provision of this License. LICENSEE shall remove all equipment, materials, works and personal property ("LICENSEE's Property") prior to termination or expiration of this License. LICENSEE shall repair, at LICENSEE's sole expense, any damages to the LAND resulting from the removal of any of LICENSEE'S Property. If LICENSEE fails to remove personal property, TOWN's may assume LICENSEE's Property as TOWN property or TOWN may arrange to have LICENSEE'S Property removed from the LAND and stored in another location determined by the TOWN with or without LICENSEE's permission. The cost or expense for removal and/or storage of LICENSEE'S Property from the LAND shall be paid by LICENSEE to the TOWN forthwith upon written demand by TOWN for same.

14. NOTICE. Notices required to be provided pursuant to this License shall be sent to the following addresses:

To TOWN:

Town of Jupiter
Attn. Stormwater Utility
17403 Central Blvd
Jupiter, Florida 33458



To LICENSEE: Peter Planes II
1620 Cypress Dr
Jupiter, FL 33469

15. INSURANCE. LICENSEE shall provide to the TOWN insurance for the LAND in the amounts and under the conditions prescribed in Exhibit "B" which shall at all times remain current. The TOWN shall be named on the LICENSEE's policy as an additional insured.

16. INDEMNIFICATION. In consideration of the payment of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, LICENSEE shall protect, defend, indemnify and hold harmless the TOWN from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this License for any personal injury, loss of life and/or damage to property sustained in or about the land by reason or as a result of the use and occupancy of the LAND by LICENSEE, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event the TOWN shall be made a party to any litigation commenced against LICENSEE or by LICENSEE against any third party, then the LICENSEE shall protect, defend, indemnify and hold the TOWN harmless and pay all costs and attorney's fees incurred by the TOWN in connection with such litigation, and any appeals thereof.

17. THIRD PARTIES. Nothing in this License, whether express or implied, is intended to confer any rights or remedies under or by reason of this License upon any person other than the parties hereto and their respective permitted successors or assigns, nor is anything in this License intended to relieve or discharge the obligation or liability of any third persons who is a permitted successor or assign to this License, nor shall any provision thereof give any third person any right of subrogation or action over or against either party to this License.

18. ASSIGNMENT. This License shall not be transferred or assigned without the express written consent of the TOWN, which the TOWN may withhold in its sole discretion.

19. FURTHER ASSURANCES. The parties shall from time to time execute and deliver such other and further instruments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intent of this License.



20. BINDING EFFECT. All of the terms and provisions of this License shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

21. ENTIRE AGREEMENT. This License shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this License, which alone fully and completely expresses their understanding.

22. AMENDMENTS. This License may not be amended, modified, altered, or charged in any respect, except as provided for by a written amendment to the License duly executed by each of the parties hereto.

23. ATTORNEY FEES. In the event either party is required to commence legal action to enforce the terms of this License, the prevailing party shall be entitled to recover its attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

TOWN OF JUPITER:

ATTEST:

By: _____

By: _____

Jim Kuretski, Mayor

Laura Cahill, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Thomas J. Baird, Town Attorney

Jupiter Mining, LLC

By:  _____

Name: Peter F. Planes II

Title: Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence, the undersigned Notary Public and for the State of Florida on this 26 day of NOVEMBER, 2024, by PETER FERNANDES II, in his capacity as MANAGER of JUPITER MINING LLC, who is personally known to me, or has provided FC DRIVER Lic as identification.

(SEAL)



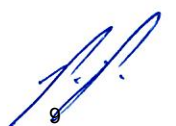


Notary Public
Commission Expires 01/28/2028



EXHIBIT A

Survey and Legal Description



**DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER**

**PARCEL OF LAND EAST AND ADJACENT
TO 1620 CYPRESS DRIVE
JUPITER, FL**

LEGAL DESCRIPTION:

A 50.00-FOOT STRIP OF LAND BEING A PORTION OF THE PROPERTY QUIT-CLAIMED TO THE TOWN OF JUPITER, FLORIDA, FOR DRAINAGE EASEMENT PURPOSES, RECORDED IN OFFICIAL RECORD BOOK 18671, PAGES 455 THROUGH 463 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID STRIP OF LAND IS SITUATED IN GOVERNMENT LOT 2, SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 31, THENCE NORTH 89°25'42" EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 423.72 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE CONTINUE NORTH 89°25'42" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 53.97 FEET TO THE NORTHEAST CORNER OF SAID QUIT-CLAIMED PROPERTY; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID QUIT-CLAIMED PROPERTY, SOUTH 22°40'40" EAST, A DISTANCE OF 263.58 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 1,859.86 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND CONTINUE ALONG SAID EAST LINE, THROUGH A CENTRAL ANGLE OF 05°05'42" AN ARC DISTANCE OF 165.39 FEET TO A POINT ON A LINE PARALLEL WITH AND 400 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE OF GOVERNMENT LOT 2, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE CONTINUING SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°11'46" AN ARC DISTANCE OF 103.74 FEET TO A POINT ON A LINE PARALLEL WITH AND 500 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE OF GOVERNMENT LOT 2; THENCE DEPARTING SAID EAST LINE, SOUTH 89°25'42" WEST,

SEE CONTINUATION ON SHEET 2

SURVEYOR'S NOTES:

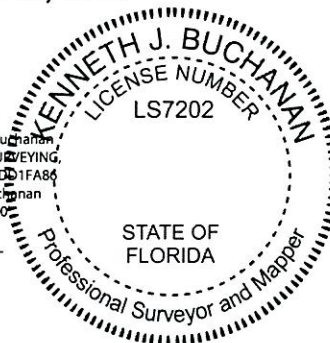
1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: NOVEMBER 07, 2024.

LIDBERG LAND SURVEYING, INC.

**Kenneth J
Buchanan**

Digitally signed by Kenneth J Buchanan
DN: c=US, o=LIDBERG LAND SURVEYING,
dnQualifier=A01410D0000018D01FA84
F000063635, cn=Kenneth J Buchanan
Date: 2024.11.13 08:53:33 -05'00'

BY: KENNETH J. BUCHANAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7202



ABBREVIATIONS:

(P) = AS SHOWN ON PLAT
Δ = DELTA
D.B. = DEED BOOK
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PG. = PAGE
RB = RADIAL BEARING
R/W = RIGHT OF WAY

**LIDBERG LAND
SURVEYING, INC.**

LB4431

3780 Burns Road, Suite 6
Palm Beach Gardens, Florida 33410 TEL. 561-746-8454

PROJECT	FLORIDA PERMITS AND EASEMENT RECORDS PROJECT		REV
DATE	REVISIONS		REV
A01410D0000018D01FA84 F000063635			
FILE	FB	CG	DATE 11/13/2024
OFF	MP		DATE 11/13/2024
NO	1	3	DATE A24-047

K:\AUTOCAD2000\314043\24-047\DWG\24-047-303.dwg, 11/13/2024 8:36:32 AM, DWG To PDF.pc3

**DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER**

**PARCEL OF LAND EAST AND ADJACENT
TO 1620 CYPRESS DRIVE
JUPITER, FL**

LEGAL DESCRIPTION:

PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2, A DISTANCE OF 51.53 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY SAID CURVE HAS A RADIUS OF 1,809.86 FEET, TO WHICH A RADIAL LINE BEARS NORTH 75°13'26" EAST, SAID POINT BEING THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 34822, PAGES 187 THROUGH 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID CURVE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD LINE THROUGH A CENTRAL ANGLE OF 03°17'29" AN ARC DISTANCE OF 103.97 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 34822, PAGES 187 THROUGH 188, SAID POINT BEING ON A LINE PARALLEL WITH AND 400 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF GOVERNMENT LOT 2; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89°25'42" EAST, PARALLEL WITH THE SAID NORTH LINE OF GOVERNMENT LOT 2, A DISTANCE OF 52.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,193 SQUARE FEET OR 0.12 ACRES OF LAND, MORE OR LESS.

ABBREVIATIONS:

(P) = AS SHOWN ON PLAT
Δ = DELTA
D.B. = DEED BOOK
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PG. = PAGE
RB = RADIAL BEARING
R/W = RIGHT OF WAY



**LIDBERG LAND
SURVEYING, INC.**

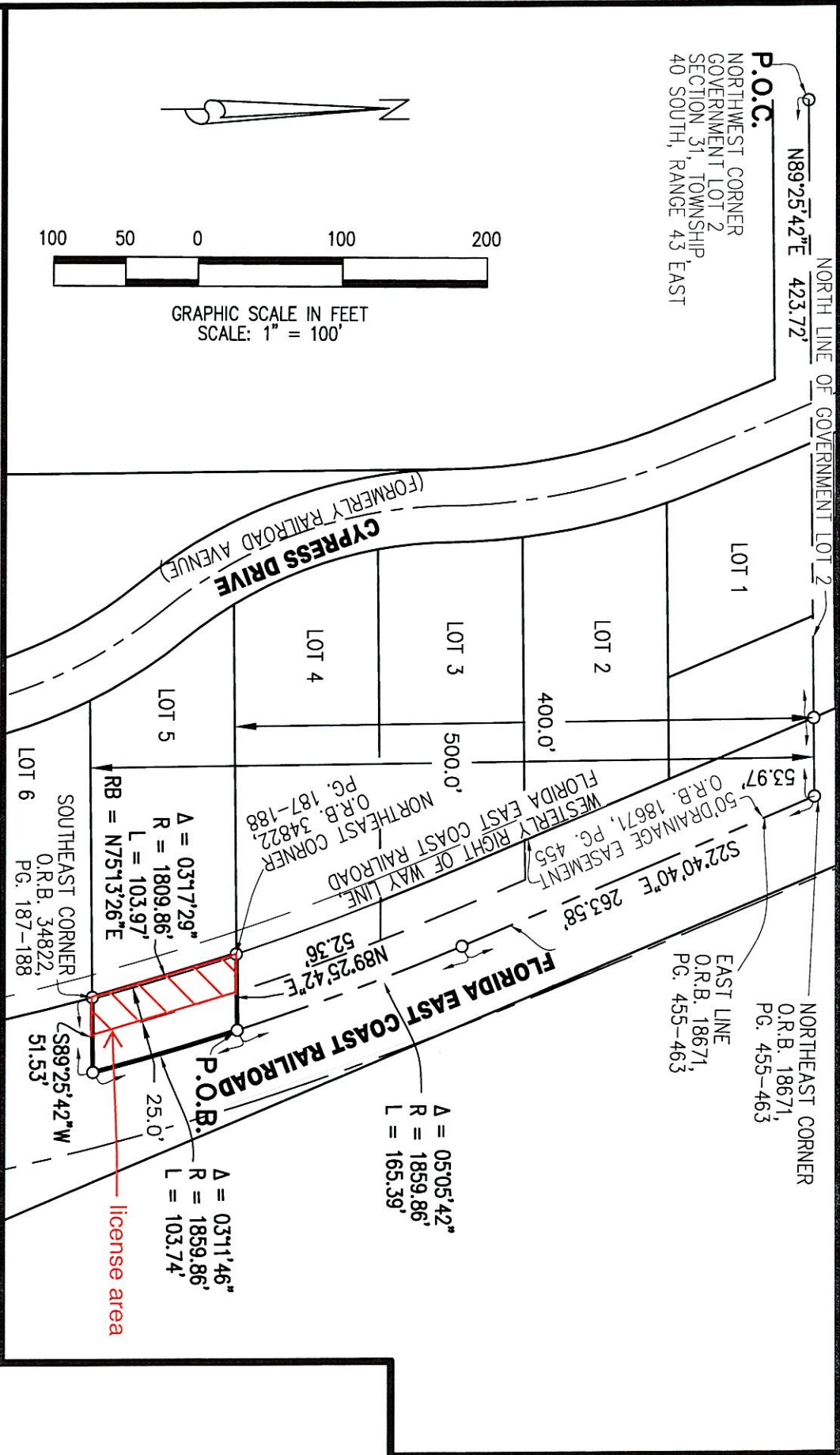
LB4431

3780 Burns Road, Suite 6
Palm Beach Gardens, Florida 33410 TEL. 561-746-8454

JOB NO. 24-047		
SHEET 2 OF 3		
DATE	11/13/2024	
BY	2	3
JOB NO.	A24-047	

**DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER**

**PARCEL OF LAND EAST AND ADJACENT
TO 1620 CYPRESS DRIVE
JUPITER, FL**



**LIDBERG LAND
SURVEYING, INC.**

LB4431

3780 Burns Road, Suite 6
Palm Beach Gardens, Florida 33410 TEL. 561-746-8454

K:\AUTOCAD\2000\314043\24-047\DWG\24-047-303.dwg, 11/13/2024 8:38:35 AM, DWG To PDF.pc3

DATE	11/13/2024	BY	LB	CHECKED	LB
FILE	24-047-303	DATE	11/13/2024	FILE	24-047-303
NO. OF SHEETS	3	NO. OF SHEETS	3	NO. OF SHEETS	3
PROJECT NO.			A24-047		

[Signature]

EXHIBIT B - INSURANCE REQUIREMENTS

The following limits of liability and other insurance shall be provided by LICENSEE for at least the following amounts or greater where required by law, for the duration of this License. Best's guide rating A+, B+, VIII or better, latest edition shall be provided.

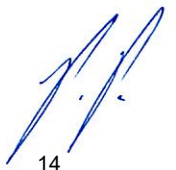
1. Worker's Compensation per Statutory limits of the State of Florida to include Employer's Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
2. General Liability Insurance shall be provided by LICENSEE to protect the TOWN against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation on the LAND while under LICENSEE'S, its agents, employees, invitees, and/or members of the public's use. This policy is to provide coverage for premises/operations including auto liability, independent contractors, broad form contractual liability, products/completed operations.
 - (1) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate,
 - Products and Completed Operations
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - (3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - (4) Personal Injury, with employment exclusion deleted
 - \$1,000,000 Annual Aggregate
 - Comprehensive Automobile Liability:
 - (1) Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Accident
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - (3) Combined Single Limit (Bodily Injury and Property Damage)
 - \$2,000,000 Each Accident
3. The Town of Jupiter, Florida shall be included as a named insured party under the LICENSEE'S Insurance policies referenced herein above. The following statement shall appear unaltered on the Certificate of Insurance: "The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy



and shall be provided any Notice of Cancellation of any of the above referenced policies."

4. A thirty (30) day written Notice of Cancellation is required and must be stated on the Certificate of Insurance.
5. The Certificate of Insurance shall be issued to the Town of Jupiter Stormwater Utility, 17403 Central Boulevard, Jupiter, FL 33458

#5496305 v1 26503-00001



REAL PROPERTY LAND LICENSE AGREEMENT

THIS LAND LICENSE AGREEMENT ("License") is made this day of _____, 2024, by and between the TOWN OF JUPITER ("TOWN"), a municipal corporation organized and existing under the laws of the State of Florida and having an address of 210 Military Trail, Jupiter, Florida 33458, and **BROEDEL WAREHOUSE RENTALS, INC.**, whose business address is 1640 Cypress Drive, Jupiter, FL 33469 ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE has requested permission to use a certain parcel of property located east of and adjacent to 1640 Cypress Drive, Jupiter, FL 33469, and more specifically described in the drawing and legal description contained in Exhibit "A", attached hereto and incorporated herein and hereafter referred to as "LAND"; and

WHEREAS, in order to use the LAND, the TOWN requires that LICENSEE enter into this License.

NOW THEREFORE, the covenants and conditions contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them herein.

2. LAND AREA. The TOWN agrees to make the LAND available to LICENSEE for its use according to the terms of this License. LICENSEE shall cooperate with the TOWN to provide access to the LAND and adjacent lands, as may be needed during the term of the License, to enable the TOWN's Stormwater Utility to complete maintenance, repairs, or improvements as may be needed to the Town's drainage system.

3. PAYMENT FOR LAND LICENSE.

3.1 LICENSEE shall pay the TOWN an annual fee on or before the 1st day of March of each year the License is in effect, in an amount of \$1,384.20, based on a rate of \$0.514 per square foot. The annual fee shall be increased each year on March 1st based upon the most recent annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U) or 5%, whichever is lower.

3.2 Annual fees received after March 5th of each year, during the term of the License shall be subject to a late fee in the amount of 5% of the annual assessment.

3.3 Initial and final year payments shall be pro-rated based on the date the License. Initial payment shall be made by LICENSEE within five (5) business days of the execution date of the License.

3.4 Failure of LICENSEE to make annual payments and/or late fees to the Town shall be considered a default and shall subject this License to immediate revocation.

3.5 Should the TOWN request LICENSEE to vacate the LAND for a period of time to facilitate maintenance, repairs, or improvements of the Town's stormwater system, the TOWN shall refund a portion of LICENSEE'S annual fee, prorated for the time during which the LAND could not be used by LICENSEE as a result of TOWN'S activities, start and ending time periods for TOWN's use of the LAND shall be documented in writing between the parties.

4. AD VALOREM TAXES

4.1 LICENSEE shall pay, within thirty (30) calendar days after presentation from TOWN, bills for all special assessments, ad valorem taxes and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the LAND subject to this License.

5. SALES AND USE TAX, PERSONAL PROPERTY TAX

5.1 LICENSEE shall pay all Florida Sales and Use Taxes levied under Chapter 212.02(6) F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the LAND, and any other applicable taxes, fees, or governmental assessments against any equipment, personal property, and/or improvements owned, leased, or operated by LICENSEE, or directly associated with LICENSEE'S use of the LAND.

6. TERM AND RENEWAL. The term of this License shall be for ten (10) consecutive years, beginning on the date of the execution by the parties of the License and ending on the tenth anniversary date of the execution of the License. LICENSEE may terminate the License with one year advance written notice to the TOWN. Upon written consent of TOWN and LICENSEE, this agreement may be automatically renewed for one (1) additional ten (10) year term.

7. COMPLIANCE WITH LAWS. LICENSEE shall comply and adhere to all applicable local, state, or federal laws or regulations. LICENSEE releases the TOWN from any loss, claim or damage which LICENSEE may sustain arising directly or indirectly by reason of either existing or future zoning laws or other local, state, or federal laws or regulations which may adversely affect use by LICENSEE of the LAND described herein.

8. HAZARDOUS MATERIALS

8.1 LICENSEE shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any hazardous materials (as herein defined) on, under, in, above, to, or from the LAND except that Hazardous Materials may be used in the LAND as necessary for the customary maintenance of the LAND provided that same are used, stored and disposed of in strict compliance with applicable laws. For purposes of this provision, the term "hazardous materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

8.2 If LICENSEE's activities on the LAND or LICENSEE's use of the LAND (a) results in a release of hazardous materials that is not in compliance with applicable local, state or federal laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or applicable local, state, or federal laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then LICENSEE shall, at its sole cost and expense; (1) immediately provide written or email notice thereof to the TOWN's Stormwater Utility Coordinator as well as written notice to the TOWN in accordance with paragraph 14, herein, which notice shall identify the hazardous materials involved and the emergency procedures taken or to be taken; and (2) promptly take all action in response to such situation required by Applicable Laws, provided that LICENSEE shall first obtain Town of Jupiter Stormwater Utility's approval of the non- emergency remediation plan to be undertaken.

9. INSPECTION BY TOWN OF JUPITER. The TOWN shall have the right, at reasonable times and upon reasonable prior notice to LICENSEE to enter the LAND, for the purpose of examining and inspecting the condition of the LAND, to evaluate LICENSEE's compliance with the terms and conditions of this License.

10. SIGNS. LICENSEE shall not place any signs on the LAND, except with the prior written consent of the TOWN, including consent as to location and design, which may be withheld in the TOWN'S sole discretion. Any and all such approved signs shall be installed and shall be maintained by LICENSEE, at LICENSEE'S sole cost and expense and shall comply with all applicable laws. LICENSEE shall be responsible to TOWN for the installation, use and maintenance associated with approved signs and any damage resulting therefrom. LICENSEE shall remove signs prior to termination of the License and upon such removal to restore and repair all areas incident to such removal.

11. LIMITATIONS ON USE OF LICENSED LAND.

11.1 TOWN makes no warranty, representation, or undertaking, express or implied as to the condition of the LAND and LICENSEE agrees to accept the LAND as is and use the LAND in accordance with this License. LICENSEE at its sole cost and expense, agrees to use the LAND in such condition and be responsible to maintain and

repair the LAND as needed. LICENSEE, at its sole cost and expense may make such improvements to the LAND as needed for LICENSEE'S purposes in accordance with other terms and conditions of this License provided it complies with all applicable rules, codes, and regulations.

11.2 LICENSEE shall keep the LAND free and clear from any and all trash, brush, debris. TOWN shall have no duty to inspect, maintain, or improve the LAND during the term of this License.

11.3 LICENSEE shall not erect any permanent structures on the LAND. The LAND may be improved with shell rock for the parking of vehicles or storage but no concrete or asphalt paving is allowed. The LICENSEE shall not use or store chemical or hazardous materials as defined herein on the LAND. Motorized vehicles, boats, motors, engines, tools, or other equipment that use fuel or fluids shall be maintained so as not to leak any fuel, fluids, chemicals or other liquids on the LAND or adjacent land. The outdoor storage of junk, appliances, scrap metals and materials, barrels, and other such items is strictly prohibited on the LAND. The LICENSEE shall permit the TOWN to access the LAND as needed, in the TOWN's discretion, to maintain, repair, and improve the TOWN's drainage system.

11.4 LICENSEE'S use and maintenance of the LAND shall in no way, or at any time, interfere with or obstruct the use of the LAND or of the adjacent lands owned by the TOWN, its agents, employees, patrons or assigns. LICENSEE shall not discharge surface water upon the LAND or adjacent property owned by the TOWN and LICENSEE hereby expressly releases the TOWN from liability for any surface water flowing naturally from the LAND or adjacent property owned by the TOWN. LICENSEE further agrees to not alter the LAND so as to cause water to drain or flow onto TOWN'S adjacent property or to undermine in any way the TOWN'S adjacent property.

11.5 No right of way, expressed or implied, over remaining property of Town for the benefit of the LAND is granted by this License, other than as set forth above in the definition of the LAND.

11.6 LICENSEE may erect a chain link fence along all boundaries of the LAND, of a type approved by the TOWN, and thereafter LICENSEE shall maintain, repair and/or replace said fence at LICENSEE's sole expense. LICENSEE agrees to remove fence prior to termination of the License and upon such removal to restore and repair all areas incident to such removal. All such costs are at LICENSEE's sole expense.

11.7 LICENSEE shall have no authority or power, express or implied, to create or cause any construction lien or mechanics or materialmen's lien or claim of any kind against the LAND. LICENSEE will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after written request by TOWN, and shall indemnify the TOWN against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT

TOWN SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LICENSEE, OR TO ANYONE HOLDING THE LAND THROUGH OR UNDER THE LICENSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF THE TOWN ON THE LAND. LICENSEE SHALL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LICENSEE AND PROVIDING LABOR, SERVICES OR MATERIAL TO THE LAND.

12. TERMINATION. Notwithstanding anything to the contrary contained herein, TOWN shall have the right to terminate this License upon ninety (90) days written notice to LICENSEE.

13. CONDITIONS OF PROPERTY ON TERMINATION

13.1 LICENSEE shall not mutilate, damage, misuse, or alter, the LAND, but shall keep the same in good condition and repair, and upon the termination hereof deliver them up, in as good condition as they now are in, or may be put in by the TOWN, ordinary wear and tear, and damages by the elements without concurring fault on the part of the LICENSEE, excepted. Any and all repairs, alterations or improvements made on the LAND by the LICENSEE shall be at LICENSEE's expense unless otherwise expressly agreed in writing.

13.2 Upon the termination or expiration of this License, LICENSEE shall surrender the LAND to the TOWN, in the same condition as received except for ordinary wear and tear which LICENSEE was not otherwise obligated to remedy under any provision of this License. LICENSEE shall remove all equipment, materials, works and personal property ("LICENSEE's Property") prior to termination or expiration of this License. LICENSEE shall repair, at LICENSEE's sole expense, any damages to the LAND resulting from the removal of any of LICENSEE'S Property. If LICENSEE fails to remove personal property, TOWN's may assume LICENSEE's Property as TOWN property or TOWN may arrange to have LICENSEE'S Property removed from the LAND and stored in another location determined by the TOWN with or without LICENSEE's permission. The cost or expense for removal and/or storage of LICENSEE'S Property from the LAND shall be paid by LICENSEE to the TOWN forthwith upon written demand by TOWN for same.

14. NOTICE. Notices required to be provided pursuant to this License shall be sent to the following addresses:

To TOWN:

Town of Jupiter
Attn. Stormwater Utility
210 Military Trail
Jupiter, Florida 33458

To LICENSEE: Broedell Warehouse Rentals, Inc.
 1640 Cypress Drive
 Jupiter, FL 33469

15. INSURANCE. LICENSEE shall provide to the TOWN insurance for the LAND in the amounts and under the conditions prescribed in Exhibit "B" which shall at all times remain current. The TOWN shall be named on the LICENSEE's policy as an additional insured.

16. INDEMNIFICATION. In consideration of the payment of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, LICENSEE shall protect, defend, indemnify and hold harmless the TOWN from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this License for any personal injury, loss of life and/or damage to property sustained in or about the land by reason or as a result of the use and occupancy of the LAND by LICENSEE, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event the TOWN shall be made a party to any litigation commenced against LICENSEE or by LICENSEE against any third party, then the LICENSEE shall protect, defend, indemnify and hold the TOWN harmless and pay all costs and attorney's fees incurred by the TOWN in connection with such litigation, and any appeals thereof.

17. THIRD PARTIES. Nothing in this License, whether express or implied, is intended to confer any rights or remedies under or by reason of this License upon any person other than the parties hereto and their respective permitted successors or assigns, nor is anything in this License intended to relieve or discharge the obligation or liability of any third persons who is a permitted successor or assign to this License, nor shall any provision thereof give any third person any right of subrogation or action over or against either party to this License.

18. ASSIGNMENT. This License shall not be transferred or assigned without the express written consent of the TOWN, which the TOWN may withhold in its sole discretion.

19. FURTHER ASSURANCES. The parties shall from time to time execute and deliver such other and further instruments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intent of this License.

20. BINDING EFFECT. All of the terms and provisions of this License shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

21. ENTIRE AGREEMENT. This License shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this License, which alone fully and completely expresses their understanding.

22. AMENDMENTS. This License may not be amended, modified, altered, or charged in any respect, except as provided for by a written amendment to the License duly executed by each of the parties hereto.

23. ATTORNEY FEES. In the event either party is required to commence legal action to enforce the terms of this License, the prevailing party shall be entitled to recover its attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

TOWN OF JUPITER:

ATTEST:

By: _____

By: _____

Jim Kuretski, Mayor

Laura Cahill, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Thomas J. Baird, Town Attorney

Broedell Warehouse Rentals, INC.

By: Carol Broedell Parks

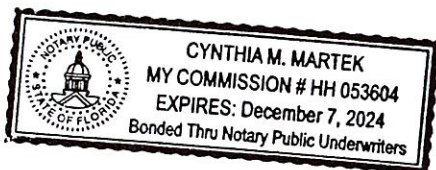
Name: Carol Broedell Parks

Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence, the undersigned Notary Public and for the State of Florida on this 23rd day of July, 2024, by Carol Broedel Parks, in ^{her} capacity as President of Broedel Warehouse Rentals who is personally known to me, or has provided FL D as identification.

(SEAL)





Notary Public

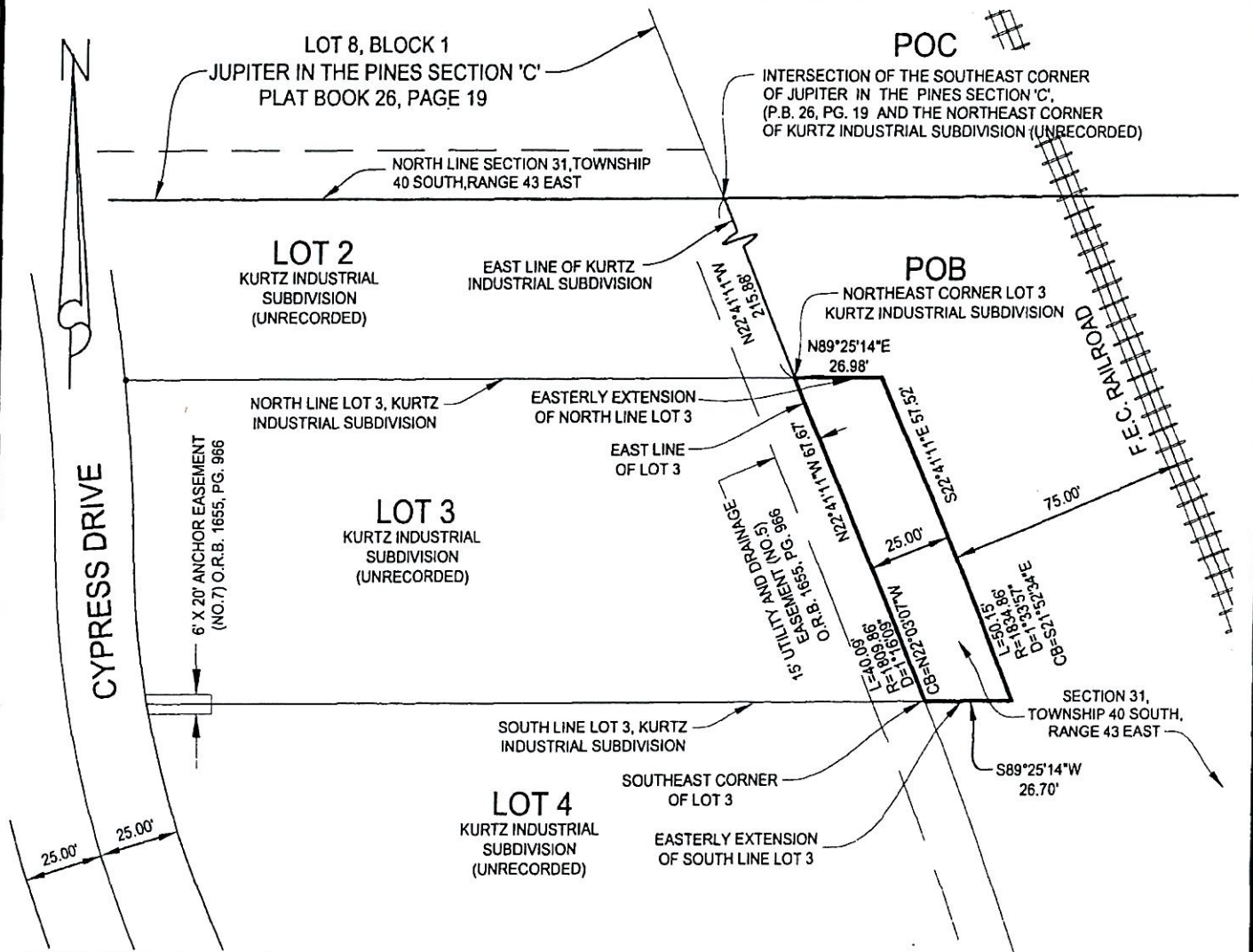
Commission Expires 12-7-24

EXHIBIT A

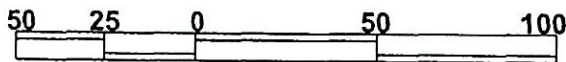
Survey and Legal Description

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 3, KURTZ SUBDIVISION
LEASE AREA



NOTE: THIS DRAWING IS NOT A SURVEY



LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

REF K:\AUTOCAD\

FLD

FB.

PG.

JOB

06-001-303

OFF

A.J.C.

DATE

07/26/06

CKD

D.C.L.

SHEET

2 OF 2

DWG

A06-001B

K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001.dwg 7/26/2006 1:40:05 PM EST

**DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER**

**LOT 3, KURTZ SUBDIVISION
LEASE AREA**

LEGAL DESCRIPTION

A STRIP OF LAND 25.00 FEET IN WIDTH, LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEAST CORNER OF THE PLAT OF JUPITER IN THE PINES SECTION 'C', AS RECORDED IN PLAT BOOK 26, PAGE 19, PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND THE NORTHEAST CORNER OF THE UNRECORDED PLAT OF KURTZ INDUSTRIAL SUBDIVISION. SAID INTERSECTION ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE SOUTH 22°41'11" EAST ALONG THE EAST LINE OF SAID KURTZ INDUSTRIAL SUBDIVISION, A DISTANCE OF 215.84 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 3 OF SAID KURTZ INDUSTRIAL SUBDIVISION AND THE POINT OF BEGINNING; THENCE NORTH 89°25'14" EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 26.98 FEET; THENCE DEPARTING SAID EASTERLY EXTENSION, SOUTH 22°41'11" WEST, A DISTANCE OF 57.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1834.86 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 33' 57" A DISTANCE OF 50.15 FEET TO A NON TANGENT INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LOT LINE OF SAID LOT 3; THENCE SOUTH 89°25'14" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 26.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, SAID CORNER ALSO BEING THE BEGINNING OF A NON TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1809.86 FEET, AND A CHORD BEARING OF NORTH 22°03'07" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EAST LINE OF SAID LOT 3, THROUGH A CENTRAL ANGLE OF 01°16'09", A DISTANCE OF 40.09 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EAST LINE, NORTH 22°41'11" WEST A DISTANCE OF 67.67 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,693 FEET OR 0.06 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: 07/26/ 2006

LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

LIDBERG LAND SURVEYING, INC.

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

**LIDBERG LAND
SURVEYING, Inc.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

REF K:\AUTOCAD\

FLD	FB.	PG.	JOB
OFF	A.J.C.		06-001-303
CKD	D.C.L.	SHEET 1 OF 2	DATE 07/26/06
			DWG A06-001B

K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001.dwg 7/26/2006 1:40:05 PM EST

EXHIBIT B - INSURANCE REQUIREMENTS

The following limits of liability and other insurance shall be provided by LICENSEE for at least the following amounts or greater where required by law, for the duration of this License. Best's guide rating A+, B+, VIII or better, latest edition shall be provided.

1. Worker's Compensation per Statutory limits of the State of Florida to include Employer's Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
2. General Liability Insurance shall be provided by LICENSEE to protect the TOWN against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation on the LAND while under LICENSEE'S, its agents, employees, invitees, and/or members of the public's use. This policy is to provide coverage for premises/operations including auto liability, independent contractors, broad form contractual liability, products/completed operations.
 - (1) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate,Products and Completed Operations
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - (3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - (4) Personal Injury, with employment exclusion deleted
 - \$1,000,000 Annual AggregateComprehensive Automobile Liability:
 - (1) Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Accident
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - (3) Combined Single Limit (Bodily Injury and Property Damage)
 - \$2,000,000 Each Accident
3. The Town of Jupiter, Florida shall be included as a named insured party under the LICENSEE'S Insurance policies referenced herein above. The following statement shall appear unaltered on the Certificate of Insurance: "The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy

and shall be provided any Notice of Cancellation of any of the above referenced policies."

4. A thirty (30) day written Notice of Cancellation is required and must be stated on the Certificate of Insurance.
5. The Certificate of Insurance shall be issued to the Town of Jupiter Stormwater Utility, 17403 Central Boulevard, Jupiter, FL 33458

#5496305 v1 26503-00001

REAL PROPERTY LAND LICENSE AGREEMENT

THIS LAND LICENSE AGREEMENT ("License") is made this day of _____, 2024, by and between the TOWN OF JUPITER ("TOWN"), a municipal corporation organized and existing under the laws of the State of Florida and having an address of 210 Military Trail, Jupiter, Florida 33458, and **CYPRESS DRIVE ASSOCIATES, LLC**, whose business address is 15776 89th Ave. North, Palm Beach Gardens, FL 33418 ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE has requested permission to use a certain parcel of property located east of and adjacent to 1650 Cypress Drive, Jupiter, FL 33469, and more specifically described in the drawing and legal description contained in Exhibit "A", attached hereto and incorporated herein and hereafter referred to as "LAND"; and

WHEREAS, in order to use the LAND, the TOWN requires that LICENSEE enter into this License.

NOW THEREFORE, the covenants and conditions contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them herein.

2. LAND AREA. The TOWN agrees to make the LAND available to LICENSEE for its use according to the terms of this License. LICENSEE shall cooperate with the TOWN to provide access to the LAND and adjacent lands, as may be needed during the term of the License, to enable the TOWN's Stormwater Utility to complete maintenance, repairs, or improvements as may be needed to the Town's drainage system.

3. PAYMENT FOR LAND LICENSE.

\$1,386.77

3.1 LICENSEE shall pay the TOWN an annual fee on or before the 1st day of March of each year the License is in effect, in an amount of ~~\$1,382.15~~, based on a rate of \$0.514 per square foot. The annual fee shall be increased each year on March 1st based upon the most recent annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U) or 5%, whichever is lower.

3.2 Annual fees received after March 5th of each year, during the term of the License shall be subject to a late fee in the amount of 5% of the annual assessment.

3.3 Initial and final year payments shall be pro-rated based on the date the License. Initial payment shall be made by LICENSEE within five (5) business days of the execution date of the License.

3.4 Failure of LICENSEE to make annual payments and/or late fees to the Town shall be considered a default and shall subject this License to immediate revocation.

3.5 Should the TOWN request LICENSEE to vacate the LAND for a period of time to facilitate maintenance, repairs, or improvements of the Town's stormwater system, the TOWN shall refund a portion of LICENSEE'S annual fee, prorated for the time during which the LAND could not be used by LICENSEE as a result of TOWN'S activities, start and ending time periods for TOWN's use of the LAND shall be documented in writing between the parties.

4. AD VALOREM TAXES

4.1 LICENSEE shall pay, within thirty (30) calendar days after presentation from TOWN, bills for all special assessments, ad valorem taxes and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the LAND subject to this License.

5. SALES AND USE TAX, PERSONAL PROPERTY TAX

5.1 LICENSEE shall pay all Florida Sales and Use Taxes levied under Chapter 212.02(6) F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the LAND, and any other applicable taxes, fees, or governmental assessments against any equipment, personal property, and/or improvements owned, leased, or operated by LICENSEE, or directly associated with LICENSEE'S use of the LAND.

6. TERM AND RENEWAL. The term of this License shall be for ten (10) consecutive years, beginning on the date of the execution by the parties of the License and ending on the tenth anniversary date of the execution of the License. LICENSEE may terminate the License with one year advance written notice to the TOWN. Upon written consent of TOWN and LICENSEE, this agreement may be automatically renewed for one (1) additional ten (10) year term.

7. COMPLIANCE WITH LAWS. LICENSEE shall comply and adhere to all applicable local, state, or federal laws or regulations. LICENSEE releases the TOWN from any loss, claim or damage which LICENSEE may sustain arising directly or indirectly by reason of either existing or future zoning laws or other local, state, or federal laws or regulations which may adversely affect use by LICENSEE of the LAND described herein.

8. HAZARDOUS MATERIALS

8.1 LICENSEE shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any hazardous materials (as herein defined) on, under, in, above, to, or from the LAND except that Hazardous Materials may be used in the LAND as necessary for the customary maintenance of the LAND provided that same are used, stored and disposed of in strict compliance with applicable laws. For purposes of this provision, the term "hazardous materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

8.2 If LICENSEE's activities on the LAND or LICENSEE's use of the LAND (a) results in a release of hazardous materials that is not in compliance with applicable local, state or federal laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or applicable local, state, or federal laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then LICENSEE shall, at its sole cost and expense; (1) immediately provide written or email notice thereof to the TOWN's Stormwater Utility Coordinator as well as written notice to the TOWN in accordance with paragraph 14, herein, which notice shall identify the hazardous materials involved and the emergency procedures taken or to be taken; and (2) promptly take all action in response to such situation required by Applicable Laws, provided that LICENSEE shall first obtain Town of Jupiter Stormwater Utility's approval of the non- emergency remediation plan to be undertaken.

9. INSPECTION BY TOWN OF JUPITER. The TOWN shall have the right, at reasonable times and upon reasonable prior notice to LICENSEE to enter the LAND, for the purpose of examining and inspecting the condition of the LAND, to evaluate LICENSEE's compliance with the terms and conditions of this License.

10. SIGNS. LICENSEE shall not place any signs on the LAND, except with the prior written consent of the TOWN, including consent as to location and design, which may be withheld in the TOWN'S sole discretion. Any and all such approved signs shall be installed and shall be maintained by LICENSEE, at LICENSEE'S sole cost and expense and shall comply with all applicable laws. LICENSEE shall be responsible to TOWN for the installation, use and maintenance associated with approved signs and any damage resulting therefrom. LICENSEE shall remove signs prior to termination of the License and upon such removal to restore and repair all areas incident to such removal.

11. LIMITATIONS ON USE OF LICENSED LAND.

11.1 TOWN makes no warranty, representation, or undertaking, express or implied as to the condition of the LAND and LICENSEE agrees to accept the LAND as is and use the LAND in accordance with this License. LICENSEE at its sole cost and expense, agrees to use the LAND in such condition and be responsible to maintain and

repair the LAND as needed. LICENSEE, at its sole cost and expense may make such improvements to the LAND as needed for LICENSEE'S purposes in accordance with other terms and conditions of this License provided it complies with all applicable rules, codes, and regulations.

11.2 LICENSEE shall keep the LAND free and clear from any and all trash, brush, debris. TOWN shall have no duty to inspect, maintain, or improve the LAND during the term of this License.

11.3 LICENSEE shall not erect any permanent structures on the LAND. The LAND may be improved with shell rock for the parking of vehicles or storage but no concrete or asphalt paving is allowed. The LICENSEE shall not use or store chemical or hazardous materials as defined herein on the LAND. Motorized vehicles, boats, motors, engines, tools, or other equipment that use fuel or fluids shall be maintained so as not to leak any fuel, fluids, chemicals or other liquids on the LAND or adjacent land. The outdoor storage of junk, appliances, scrap metals and materials, barrels, and other such items is strictly prohibited on the LAND. The LICENSEE shall permit the TOWN to access the LAND as needed, in the TOWN's discretion, to maintain, repair, and improve the TOWN's drainage system.

11.4 LICENSEE'S use and maintenance of the LAND shall in no way, or at any time, interfere with or obstruct the use of the LAND or of the adjacent lands owned by the TOWN, its agents, employees, patrons or assigns. LICENSEE shall not discharge surface water upon the LAND or adjacent property owned by the TOWN and LICENSEE hereby expressly releases the TOWN from liability for any surface water flowing naturally from the LAND or adjacent property owned by the TOWN. LICENSEE further agrees to not alter the LAND so as to cause water to drain or flow onto TOWN'S adjacent property or to undermine in any way the TOWN'S adjacent property.

11.5 No right of way, expressed or implied, over remaining property of Town for the benefit of the LAND is granted by this License, other than as set forth above in the definition of the LAND.

11.6 LICENSEE may erect a chain link fence along all boundaries of the LAND, of a type approved by the TOWN, and thereafter LICENSEE shall maintain, repair and/or replace said fence at LICENSEE's sole expense. LICENSEE agrees to remove fence prior to termination of the License and upon such removal to restore and repair all areas incident to such removal. All such costs are at LICENSEE's sole expense.

11.7 LICENSEE shall have no authority or power, express or implied, to create or cause any construction lien or mechanics or materialmen's lien or claim of any kind against the LAND. LICENSEE will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after written request by TOWN, and shall indemnify the TOWN against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT

TOWN SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LICENSEE, OR TO ANYONE HOLDING THE LAND THROUGH OR UNDER THE LICENSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF THE TOWN ON THE LAND. LICENSEE SHALL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LICENSEE AND PROVIDING LABOR, SERVICES OR MATERIAL TO THE LAND.

12. TERMINATION. Notwithstanding anything to the contrary contained herein, TOWN shall have the right to terminate this License upon ninety (90) days written notice to LICENSEE.

13. CONDITIONS OF PROPERTY ON TERMINATION

13.1 LICENSEE shall not mutilate, damage, misuse, or alter, the LAND, but shall keep the same in good condition and repair, and upon the termination hereof deliver them up, in as good condition as they now are in, or may be put in by the TOWN, ordinary wear and tear, and damages by the elements without concurring fault on the part of the LICENSEE, excepted. Any and all repairs, alterations or improvements made on the LAND by the LICENSEE shall be at LICENSEE's expense unless otherwise expressly agreed in writing.

13.2 Upon the termination or expiration of this License, LICENSEE shall surrender the LAND to the TOWN, in the same condition as received except for ordinary wear and tear which LICENSEE was not otherwise obligated to remedy under any provision of this License. LICENSEE shall remove all equipment, materials, works and personal property ("LICENSEE's Property") prior to termination or expiration of this License. LICENSEE shall repair, at LICENSEE's sole expense, any damages to the LAND resulting from the removal of any of LICENSEE'S Property. If LICENSEE fails to remove personal property, TOWN's may assume LICENSEE's Property as TOWN property or TOWN may arrange to have LICENSEE'S Property removed from the LAND and stored in another location determined by the TOWN with or without LICENSEE's permission. The cost or expense for removal and/or storage of LICENSEE'S Property from the LAND shall be paid by LICENSEE to the TOWN forthwith upon written demand by TOWN for same.

14. NOTICE. Notices required to be provided pursuant to this License shall be sent to the following addresses:

To TOWN:	Town of Jupiter
	Attn. Stormwater Utility
	210 Military Trail
	Jupiter, Florida 33458

To LICENSEE: Robert P. Lerosé
15776 89TH Ave North
Palm Beach Gardens, FL 33418

15. INSURANCE. LICENSEE shall provide to the TOWN insurance for the LAND in the amounts and under the conditions prescribed in Exhibit "B" which shall at all times remain current. The TOWN shall be named on the LICENSEE's policy as an additional insured.

16. INDEMNIFICATION. In consideration of the payment of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, LICENSEE shall protect, defend, indemnify and hold harmless the TOWN from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this License for any personal injury, loss of life and/or damage to property sustained in or about the land by reason or as a result of the use and occupancy of the LAND by LICENSEE, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event the TOWN shall be made a party to any litigation commenced against LICENSEE or by LICENSEE against any third party, then the LICENSEE shall protect, defend, indemnify and hold the TOWN harmless and pay all costs and attorney's fees incurred by the TOWN in connection with such litigation, and any appeals thereof.

17. THIRD PARTIES. Nothing in this License, whether express or implied, is intended to confer any rights or remedies under or by reason of this License upon any person other than the parties hereto and their respective permitted successors or assigns, nor is anything in this License intended to relieve or discharge the obligation or liability of any third persons who is a permitted successor or assign to this License, nor shall any provision thereof give any third person any right of subrogation or action over or against either party to this License.

18. ASSIGNMENT. This License shall not be transferred or assigned without the express written consent of the TOWN, which the TOWN may withhold in its sole discretion.

19. FURTHER ASSURANCES. The parties shall from time to time execute and deliver such other and further instruments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intent of this License.

20. BINDING EFFECT. All of the terms and provisions of this License shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

21. ENTIRE AGREEMENT. This License shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this License, which alone fully and completely expresses their understanding.

22. AMENDMENTS. This License may not be amended, modified, altered, or charged in any respect, except as provided for by a written amendment to the License duly executed by each of the parties hereto.

23. ATTORNEY FEES. In the event either party is required to commence legal action to enforce the terms of this License, the prevailing party shall be entitled to recover its attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

TOWN OF JUPITER:

ATTEST:

By: _____
Jim Kuretski, Mayor

By: _____
Laura Cahill, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

Cypress Drive Associates, LLC

By: Robert Lerose

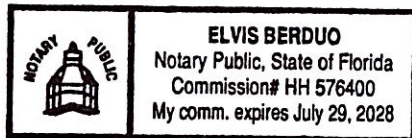
Name: Robert Lerose

Title: Managing Partner

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence, the undersigned Notary Public and for the State of Florida on this 29 day of August, 2024, by Robert Leroze, in his capacity as Managing Partner of Cypress Drive Associates, LLC who is personally known to me, or has provided Florida Driver's License as identification.

(SEAL)



[Signature]
Notary Public
Commission Expires July 29, 2028

EXHIBIT A

Survey and Legal Description

e

15

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 2, KURTZ SUBDIVISION
LEASE AREA

LEGAL DESCRIPTION

A STRIP OF LAND 25.00 FEET IN WIDTH, LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEAST CORNER OF THE PLAT OF JUPITER IN THE PINES SECTION 'C', AS RECORDED IN PLAT BOOK 26, PAGE 19, PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND THE NORTHEAST CORNER OF THE UNRECORDED PLAT OF KURTZ INDUSTRIAL SUBDIVISION. SAID INTERSECTION ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE SOUTH 22°41'11" EAST, ALONG THE EAST LINE OF SAID KURTZ INDUSTRIAL SUBDIVISION, A DISTANCE OF 107.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 2 OF SAID KURTZ INDUSTRIAL SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°25'14" EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 26.98 FEET; THENCE SOUTH 22°41'11" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 107.94 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89°25'14" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 26.98 FEET TO SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 22°41'11" WEST ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 107.94 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,698 FEET OR 0.06 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: 07/26/ 2006

LIDBERG LAND SURVEYING, INC.

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

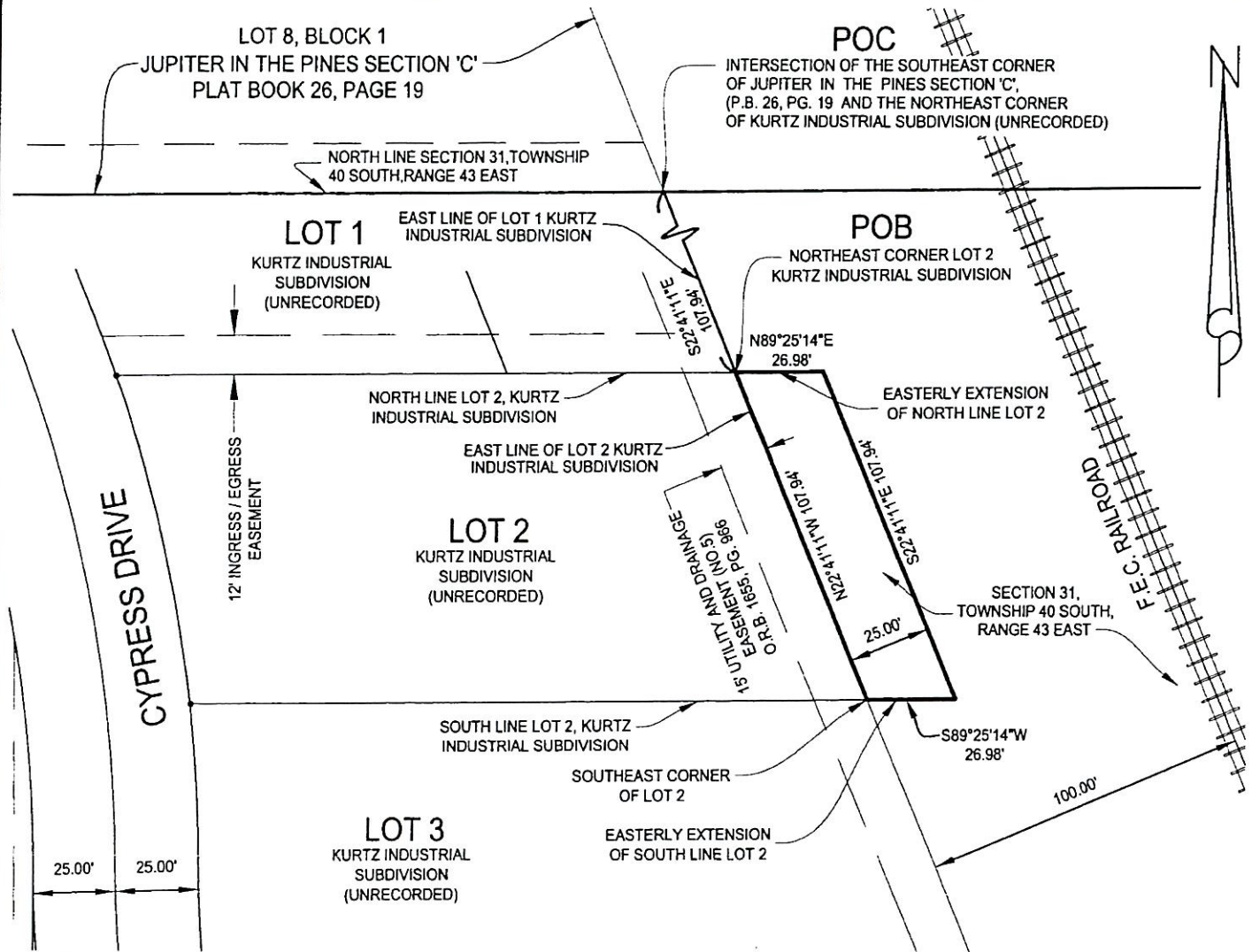
REF K:\AUTOCAD\

FLD	FB.	PG.	JOB
OFF	A.J.C.		06-001-303
CKD	D.C.L.	SHEET 1 OF 2	DATE 07/26/06
			DWG A06-001A

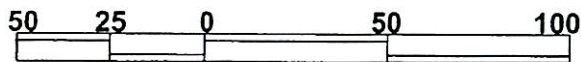
K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001.dwg 7/26/2006 1:40:05 PM EST

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 2, KURTZ SUBDIVISION
LEASE AREA



NOTE: THIS DRAWING IS NOT A SURVEY



GRAPHIC SCALE IN FEET
SCALE: 1" = 50'

LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

REF K:\AUTOCAD\

FLD

FB.

PG.

JOB

06-001-303

OFF

A.J.C.

DATE

07/26/06

CKD

D.C.L.

SHEET

2 OF 2

DWG

A06-001A

K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001.dwg 7/26/2006 1:40:05 PM EST

EXHIBIT B - INSURANCE REQUIREMENTS

The following limits of liability and other insurance shall be provided by LICENSEE for at least the following amounts or greater where required by law, for the duration of this License. Best's guide rating A+, B+, VIII or better, latest edition shall be provided.

No Empl.

1. Worker's Compensation per Statutory limits of the State of Florida to include Employer's Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.

*No non
comp.*

2. General Liability Insurance shall be provided by LICENSEE to protect the TOWN against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation on the LAND while under LICENSEE'S, its agents, employees, invitees, and/or members of the public's use. This policy is to provide coverage for premises/operations including auto liability, independent contractors, broad form contractual liability, products/completed operations.

(1) Bodily Injury:

\$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate,

Products and Completed Operations

(2) Property Damage:

\$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate

- (3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable.

- (4) Personal Injury, with employment exclusion deleted

\$1,000,000 Annual Aggregate

Comprehensive Automobile Liability:

(1) Bodily Injury:

\$1,000,000 Each Person

\$1,000,000 Each Accident

(2) Property Damage:

\$1,000,000 Each Occurrence

- (3) Combined Single Limit (Bodily Injury and Property Damage)

\$2,000,000 Each Accident

3. The Town of Jupiter, Florida shall be included as a named insured party under the LICENSEE'S Insurance policies referenced herein above. The following statement shall appear unaltered on the Certificate of Insurance: "The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy



2

COI 24-25 attac...



*“Serving our customers for over 40 years
with Protective Solutions and Peace of
Mind.”*



FRANALE-01

LVINCENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2024

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 Venture Insurance Partners, Inc. 1003 W Indiantown Road Suite 215 Jupiter, FL 33458	CONTACT Leah Vincent NAME PHONE (AC, No, Ext) (561) 746-4514 FAX (AC, No) (561) 746-6566 EMAIL lvincent@ventureinsurancepartners.com ADDRESS:
INSURED Cypress Drive Associates, LLC 15776 89th Ave N West Palm Beach, FL 33418	INSURER(S) AFFORDING COVERAGE INSURER A: Mesa Underwriters Specialty Insurance Company 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY		MP000900310039600	3/25/2024	3/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	CLAIMS MADE X OCCUR	X				
	GEN'L AGGREGATE LIMIT APPLIES PER					
X	POLICY	PROD	LOC			
	OTHER					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY	SCHEDULED				
	HIRED AUTOS ONLY	NON-OWNED				
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS MADE				AGGREGATE \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N	N/A			PER STATUTE OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Covered Location: 1850 Cypress Drive, Jupiter, FL 33469 The Town of Jupiter, FL is an Additional Insured as respect to General Liability. 30 Day Cancellation Endorsement applies.						

CERTIFICATE HOLDER Town of Jupiter Stormwater Utility 17403 Central Blvd 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
--	--

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD





Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient and received this in error, please contact the sender by reply e-mail. You are hereby notified that the copying, use or distribution of any information or materials transmitted in or with this message is strictly prohibited. Please note that no coverages may be bound, altered or cancelled via the email system.

“Serving our customers for over 40 years with Protective Solutions and Peace of Mind.”



FRANALE-01

LVINCENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2024

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 Venture Insurance Partners, Inc 1003 W Indiantown Road Suite 215 Jupiter, FL 33458	CONTACT Leah Vincent PHONE (A/C, No, Ext): (561) 746-4514 FAX (A/C, No): (561) 746-6566 E-MAIL ADDRESS: lvincent@ventureinsurancepartners.com															
INSURED Cypress Drive Associates, LLC 15776 89th Ave N West Palm Beach, FL 33418	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Mesa Underwriters Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Mesa Underwriters Specialty Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :		
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Mesa Underwriters Specialty Insurance Company																
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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		MP000900310039600	3/25/2024	3/25/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$							EACH OCCURRENCE \$
							AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covered Location: 1650 Cypress Drive, Jupiter, FL 33469
 The Town of Jupiter, FL is an Additional Insured as respect to General Liability.
 30 Day Cancellation Endorsement applies.

CERTIFICATE HOLDER

Town of Jupiter Stormwater Utility
 17403 Central Blvd
 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

John H. Smith

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

REAL PROPERTY LAND LICENSE AGREEMENT

THIS LAND LICENSE AGREEMENT ("License") is made this day of _____, 2024, by and between the TOWN OF JUPITER ("TOWN"), a municipal corporation organized and existing under the laws of the State of Florida and having an address of 210 Military Trail, Jupiter, Florida 33458, and **Mark Hemlak and Dorothy Grobins**, whose mailing address is 18931 SE SUDDARD DR TEQUESTA, FL, 33469 ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE has requested permission to use a certain parcel of property located east of and adjacent to 1660 Cypress Drive, Jupiter, FL 33469, and more specifically described in the drawing and legal description contained in Exhibit "A", attached hereto and incorporated herein and hereafter referred to as "LAND"; and

WHEREAS, in order to use the LAND, the TOWN requires that LICENSEE enter into this License.

NOW THEREFORE, the covenants and conditions contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them herein.

2. LAND AREA. The TOWN agrees to make the LAND available to LICENSEE for its use according to the terms of this License. LICENSEE shall cooperate with the TOWN to provide access to the LAND and adjacent lands, as may be needed during the term of the License, to enable the TOWN's Stormwater Utility to complete maintenance, repairs, or improvements as may be needed to the Town's drainage system.

3. PAYMENT FOR LAND LICENSE.

\$1,386.77

3.1 LICENSEE shall pay the TOWN an annual fee on or before the 1st day of March of each year the License is in effect, in an amount of ~~\$1,316.87~~, based on a rate of \$0.514 per square foot. The annual fee shall be increased each year on March 1st based upon the most recent annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U) or 5%, whichever is lower.

3.2 Annual fees received after March 5th of each year, during the term of the License shall be subject to a late fee in the amount of 5% of the annual assessment.

3.3 Initial and final year payments shall be pro-rated based on the date the License. Initial payment shall be made by LICENSEE within five (5) business days of the execution date of the License.

3.4 Failure of LICENSEE to make annual payments and/or late fees to the Town shall be considered a default and shall subject this License to immediate revocation.

3.5 Should the TOWN request LICENSEE to vacate the LAND for a period of time to facilitate maintenance, repairs, or improvements of the Town's stormwater system, the TOWN shall refund a portion of LICENSEE'S annual fee, prorated for the time during which the LAND could not be used by LICENSEE as a result of TOWN'S activities, start and ending time periods for TOWN's use of the LAND shall be documented in writing between the parties.

4. AD VALOREM TAXES

4.1 LICENSEE shall pay, within thirty (30) calendar days after presentation from TOWN, bills for all special assessments, ad valorem taxes and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the LAND subject to this License.

5. SALES AND USE TAX, PERSONAL PROPERTY TAX

5.1 LICENSEE shall pay all Florida Sales and Use Taxes levied under Chapter 212.02(6) F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the LAND, and any other applicable taxes, fees, or governmental assessments against any equipment, personal property, and/or improvements owned, leased, or operated by LICENSEE, or directly associated with LICENSEE'S use of the LAND.

6. TERM AND RENEWAL. The term of this License shall be for ten (10) consecutive years, beginning on the date of the execution by the parties of the License and ending on the tenth anniversary date of the execution of the License. LICENSEE may terminate the License with one year advance written notice to the TOWN. Upon written consent of TOWN and LICENSEE, this agreement may be automatically renewed for one (1) additional ten (10) year term.

7. COMPLIANCE WITH LAWS. LICENSEE shall comply and adhere to all applicable local, state, or federal laws or regulations. LICENSEE releases the TOWN from any loss, claim or damage which LICENSEE may sustain arising directly or indirectly by reason of either existing or future zoning laws or other local, state, or federal laws or regulations which may adversely affect use by LICENSEE of the LAND described herein.

8. HAZARDOUS MATERIALS

8.1 LICENSEE shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any hazardous materials (as herein defined) on, under, in, above, to, or from the LAND except that Hazardous Materials may be used in the LAND as necessary for the customary maintenance of the LAND provided that same are used, stored and disposed of in strict compliance with applicable laws. For purposes of this provision, the term "hazardous materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

8.2 If LICENSEE's activities on the LAND or LICENSEE's use of the LAND (a) results in a release of hazardous materials that is not in compliance with applicable local, state or federal laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or applicable local, state, or federal laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then LICENSEE shall, at its sole cost and expense; (1) immediately provide written or email notice thereof to the TOWN's Stormwater Utility Coordinator as well as written notice to the TOWN in accordance with paragraph 14, herein, which notice shall identify the hazardous materials involved and the emergency procedures taken or to be taken; and (2) promptly take all action in response to such situation required by Applicable Laws, provided that LICENSEE shall first obtain Town of Jupiter Stormwater Utility's approval of the non- emergency remediation plan to be undertaken.

9. INSPECTION BY TOWN OF JUPITER. The TOWN shall have the right, at reasonable times and upon reasonable prior notice to LICENSEE to enter the LAND, for the purpose of examining and inspecting the condition of the LAND, to evaluate LICENSEE's compliance with the terms and conditions of this License.

10. SIGNS. LICENSEE shall not place any signs on the LAND, except with the prior written consent of the TOWN, including consent as to location and design, which may be withheld in the TOWN'S sole discretion. Any and all such approved signs shall be installed and shall be maintained by LICENSEE, at LICENSEE'S sole cost and expense and shall comply with all applicable laws. LICENSEE shall be responsible to TOWN for the installation, use and maintenance associated with approved signs and any damage resulting therefrom. LICENSEE shall remove signs prior to termination of the License and upon such removal to restore and repair all areas incident to such removal.

11. LIMITATIONS ON USE OF LICENSED LAND.

11.1 TOWN makes no warranty, representation, or undertaking, express or implied as to the condition of the LAND and LICENSEE agrees to accept the LAND as is and use the LAND in accordance with this License. LICENSEE at its sole cost and expense, agrees to use the LAND in such condition and be responsible to maintain and

repair the LAND as needed. LICENSEE, at its sole cost and expense may make such improvements to the LAND as needed for LICENSEE'S purposes in accordance with other terms and conditions of this License provided it complies with all applicable rules, codes, and regulations.

11.2 LICENSEE shall keep the LAND free and clear from any and all trash, brush, debris. TOWN shall have no duty to inspect, maintain, or improve the LAND during the term of this License.

11.3 LICENSEE shall not erect any permanent structures on the LAND. The LAND may be improved with shell rock for the parking of vehicles or storage but no concrete or asphalt paving is allowed. The LICENSEE shall not use or store chemical or hazardous materials as defined herein on the LAND. Motorized vehicles, boats, motors, engines, tools, or other equipment that use fuel or fluids shall be maintained so as not to leak any fuel, fluids, chemicals or other liquids on the LAND or adjacent land. The outdoor storage of junk, appliances, scrap metals and materials, barrels, and other such items is strictly prohibited on the LAND. The LICENSEE shall permit the TOWN to access the LAND as needed, in the TOWN's discretion, to maintain, repair, and improve the TOWN's drainage system.

11.4 LICENSEE'S use and maintenance of the LAND shall in no way, or at any time, interfere with or obstruct the use of the LAND or of the adjacent lands owned by the TOWN, its agents, employees, patrons or assigns. LICENSEE shall not discharge surface water upon the LAND or adjacent property owned by the TOWN and LICENSEE hereby expressly releases the TOWN from liability for any surface water flowing naturally from the LAND or adjacent property owned by the TOWN. LICENSEE further agrees to not alter the LAND so as to cause water to drain or flow onto TOWN'S adjacent property or to undermine in any way the TOWN'S adjacent property.

11.5 No right of way, expressed or implied, over remaining property of Town for the benefit of the LAND is granted by this License, other than as set forth above in the definition of the LAND.

11.6 LICENSEE may erect a chain link fence along all boundaries of the LAND, of a type approved by the TOWN, and thereafter LICENSEE shall maintain, repair and/or replace said fence at LICENSEE's sole expense. LICENSEE agrees to remove fence prior to termination of the License and upon such removal to restore and repair all areas incident to such removal. All such costs are at LICENSEE's sole expense.

11.7 LICENSEE shall have no authority or power, express or implied, to create or cause any construction lien or mechanics or materialmen's lien or claim of any kind against the LAND. LICENSEE will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after written request by TOWN, and shall indemnify the TOWN against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT

TOWN SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LICENSEE, OR TO ANYONE HOLDING THE LAND THROUGH OR UNDER THE LICENSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF THE TOWN ON THE LAND. LICENSEE SHALL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LICENSEE AND PROVIDING LABOR, SERVICES OR MATERIAL TO THE LAND.

12. TERMINATION. Notwithstanding anything to the contrary contained herein, TOWN shall have the right to terminate this License upon ninety (90) days written notice to LICENSEE.

13. CONDITIONS OF PROPERTY ON TERMINATION

13.1 LICENSEE shall not mutilate, damage, misuse, or alter, the LAND, but shall keep the same in good condition and repair, and upon the termination hereof deliver them up, in as good condition as they now are in, or may be put in by the TOWN, ordinary wear and tear, and damages by the elements without concurring fault on the part of the LICENSEE, excepted. Any and all repairs, alterations or improvements made on the LAND by the LICENSEE shall be at LICENSEE's expense unless otherwise expressly agreed in writing.

13.2 Upon the termination or expiration of this License, LICENSEE shall surrender the LAND to the TOWN, in the same condition as received except for ordinary wear and tear which LICENSEE was not otherwise obligated to remedy under any provision of this License. LICENSEE shall remove all equipment, materials, works and personal property ("LICENSEE's Property") prior to termination or expiration of this License. LICENSEE shall repair, at LICENSEE's sole expense, any damages to the LAND resulting from the removal of any of LICENSEE'S Property. If LICENSEE fails to remove personal property, TOWN's may assume LICENSEE's Property as TOWN property or TOWN may arrange to have LICENSEE'S Property removed from the LAND and stored in another location determined by the TOWN with or without LICENSEE's permission. The cost or expense for removal and/or storage of LICENSEE'S Property from the LAND shall be paid by LICENSEE to the TOWN forthwith upon written demand by TOWN for same.

14. NOTICE. Notices required to be provided pursuant to this License shall be sent to the following addresses:

To TOWN:	Town of Jupiter
	Attn. Stormwater Utility
	210 Military Trail
	Jupiter, Florida 33458

To LICENSEE: MARK HEMLAKE AND DOROTHY GROBINS,
18931 SE Suddard Dr
Tequesta, FL 33469

15. INSURANCE. LICENSEE shall provide to the TOWN insurance for the LAND in the amounts and under the conditions prescribed in Exhibit "B" which shall at all times remain current. The TOWN shall be named on the LICENSEE's policy as an additional insured.

16. INDEMNIFICATION. In consideration of the payment of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, LICENSEE shall protect, defend, indemnify and hold harmless the TOWN from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this License for any personal injury, loss of life and/or damage to property sustained in or about the land by reason or as a result of the use and occupancy of the LAND by LICENSEE, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event the TOWN shall be made a party to any litigation commenced against LICENSEE or by LICENSEE against any third party, then the LICENSEE shall protect, defend, indemnify and hold the TOWN harmless and pay all costs and attorney's fees incurred by the TOWN in connection with such litigation, and any appeals thereof.

17. THIRD PARTIES. Nothing in this License, whether express or implied, is intended to confer any rights or remedies under or by reason of this License upon any person other than the parties hereto and their respective permitted successors or assigns, nor is anything in this License intended to relieve or discharge the obligation or liability of any third persons who is a permitted successor or assign to this License, nor shall any provision thereof give any third person any right of subrogation or action over or against either party to this License.

18. ASSIGNMENT. This License shall not be transferred or assigned without the express written consent of the TOWN, which the TOWN may withhold in its sole discretion.

19. FURTHER ASSURANCES. The parties shall from time to time execute and deliver such other and further instruments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intent of this License.

20. BINDING EFFECT. All of the terms and provisions of this License shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

21. ENTIRE AGREEMENT. This License shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this License, which alone fully and completely expresses their understanding.

22. AMENDMENTS. This License may not be amended, modified, altered, or charged in any respect, except as provided for by a written amendment to the License duly executed by each of the parties hereto.

23. ATTORNEY FEES. In the event either party is required to commence legal action to enforce the terms of this License, the prevailing party shall be entitled to recover its attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

TOWN OF JUPITER:

ATTEST:

By: _____

Jim Kuretski, Mayor

By: _____

Laura Cahill, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Thomas J. Baird, Town Attorney

Mark Hemlak

By: _____

Name: Mark Hemlak

Title: President

Dorothy Grobins

By: _____

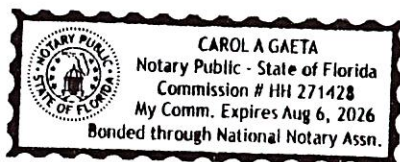
Name: Dorothy Grobins

Title: Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence, the undersigned Notary Public and for the State of Florida on this 17th day of June, 2024, by Dorothy Grobins, in ^{her} his capacity as Vice President of B+H Shutters Windows and Doors Inc. who is personally known to me, or has provided FL DL G615-193-64-789-0 as identification.

(SEAL)



Carol A. Gaeta
Notary Public
Commission Expires Aug. 6 2026

EXHIBIT A

Survey and Legal Description

EXHIBIT "A"

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 1, KURTZ SUBDIVISION
LEASE AREA

LEGAL DESCRIPTION

A STRIP OF LAND 25.00 FEET IN WIDTH, LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHEAST CORNER OF THE PLAT OF JUPITER IN THE PINES SECTION 'C', AS RECORDED IN PLAT BOOK 26, PAGE 19, PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND THE NORTHEAST CORNER OF THE UNRECORDED PLAT OF KURTZ INDUSTRIAL SUBDIVISION. SAID INTERSECTION ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE NORTH 89°25'14" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 26.98 FEET; THENCE SOUTH 22°41'11" WEST DEPARTING SAID NORTH LINE, A DISTANCE OF 107.94 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, SAID UNRECORDED PLAT OF KURTZ INDUSTRIAL SUBDIVISION; THENCE SOUTH 89°25'14" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 26.98 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 22°41'11" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 107.94 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,698 FEET OR 0.06 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: 08/09/2006

LIDBERG LAND SURVEYING, INC.

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indian Town Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

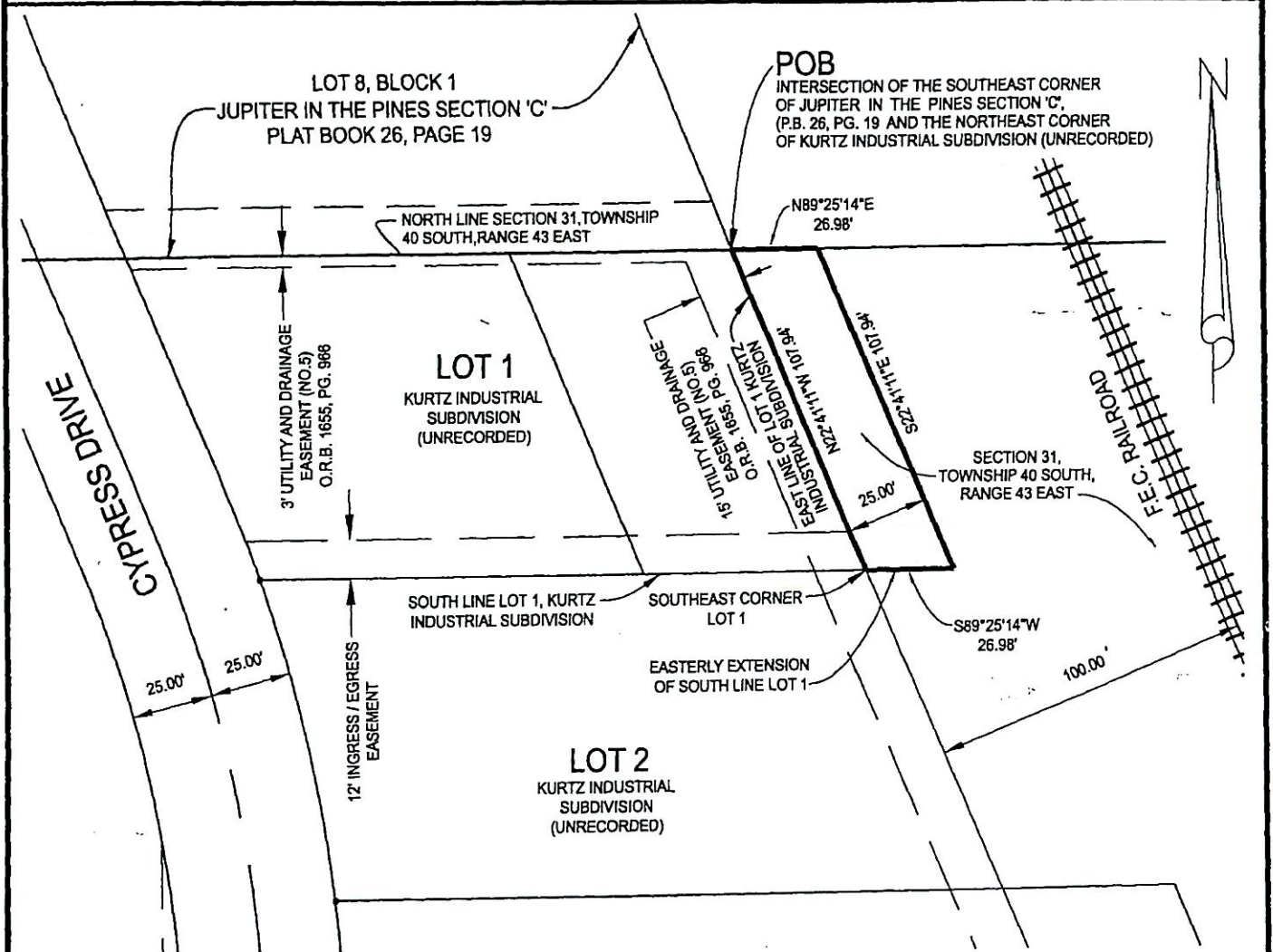
CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

REF K:\AUTOCAD\

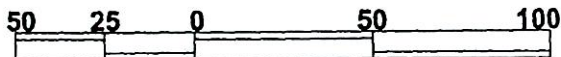
FLD	FB.	PG.	JOB	06-001-303
OFF	A.J.C.		DATE	07/26/06
CKD	D.C.L.	SHEET 1 OF 2	DWG	A06-001

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 1, KURTZ SUBDIVISION
LEASE AREA



NOTE: THIS DRAWING IS NOT A SURVEY



GRAPHIC SCALE IN FEET
SCALE: 1" = 50'

LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

CAD K:\AUTOCAD2000\314043\06-001-303\dwg\A06-001

REF K:\AUTOCAD\

FLD

FB.

PG.

JOB 06-001-303

OFF

A.J.C.

DATE 07/26/06

CKD

D.C.L.

SHEET 2 OF 2

DWG A06-001

EXHIBIT B - INSURANCE REQUIREMENTS

The following limits of liability and other insurance shall be provided by LICENSEE for at least the following amounts or greater where required by law, for the duration of this License. Best's guide rating A+, B+, VIII or better, latest edition shall be provided.

1. Worker's Compensation per Statutory limits of the State of Florida to include Employer's Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
2. General Liability Insurance shall be provided by LICENSEE to protect the TOWN against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation on the LAND while under LICENSEE'S, its agents, employees, invitees, and/or members of the public's use. This policy is to provide coverage for premises/operations including auto liability, independent contractors, broad form contractual liability, products/completed operations.
 - (1) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate,Products and Completed Operations
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - (3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - (4) Personal Injury, with employment exclusion deleted
 - \$1,000,000 Annual AggregateComprehensive Automobile Liability:
 - (1) Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Accident
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - (3) Combined Single Limit (Bodily Injury and Property Damage)
 - \$2,000,000 Each Accident
3. The Town of Jupiter, Florida shall be included as a named insured party under the LICENSEE'S Insurance policies referenced herein above. The following statement shall appear unaltered on the Certificate of Insurance: "The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy

and shall be provided any Notice of Cancellation of any of the above referenced policies."

4. A thirty (30) day written Notice of Cancellation is required and must be stated on the Certificate of Insurance.
5. The Certificate of Insurance shall be issued to the Town of Jupiter Stormwater Utility, 17403 Central Boulevard, Jupiter, FL 33458

#5496305 v1 26503-00001

TOWN OF JUPITER
Tactical Rescue Vehicle Purchase



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Michael Barbera, Chief of Police
SUBJECT	Approving the purchase of a Tactical Rescue Vehicle in the amount of \$599,247.

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval of the purchase of one (1) tactical rescue vehicle (LENCO Armored Vehicles BearCAT G3) for the Jupiter Police Department with a total amount of \$599,247. The purchase amount includes the base vehicle, equipment and accessory installation, training, graphics, and motor vehicle registration.

The Police Department's existing rescue vehicle was obtained through the Law Enforcement Support Office (LESO) and has been utilized since 2015; however, the Department of Defense has made regulatory changes in 2022 that have limited the allowable uses for the vehicle. These changes have rendered the vehicle and similar vehicles unsuitable for the uses of local law enforcement. The current rescue vehicle is not operational and in need of numerous repairs. Military vehicles such as the MRAP have significant challenges when it comes to maintenance, reliability, and functionality. Their size, weight, and turning radius make them difficult to navigate in a residential environment.

The new tactical rescue vehicle will perform all the functions of the existing vehicle, to include enhanced officer safety during tactical operations and the ability to serve as a high-water rescue vehicle during flood events, ensuring officers are able to gain access to individuals in the affected areas. The new rescue vehicle will not be subject to regulatory limitations of the federal LESO program. The rescue vehicle will be a multi-purpose armored vehicle which can be used based on the organizational goals and the needs for the safety of the community. The Lenco BearCat G3 is built and intended for law enforcement use on a Ford F-550 chassis.

The Jupiter Police Department was given the opportunity to evaluate the Lenco BearCat G3 for two weeks in February 2024. The vehicle was evaluated by the SWAT Team to ensure it would meet the needs of our organization and community.

Donation funding will be utilized for the purchase of the new tactical rescue vehicle and will be received and processed in accordance with the town policies relating to the acceptance of donations.

The cost breakdown are as follows: BearCat G3 \$565,597.00 Lenco Armored Vehicles. Vehicle graphics \$1,200.00 Graphics Design International. Gas delivery system and training \$32,195.00 J&N Tactical. Vehicle registration \$255.00. Total project cost \$599,247.

ANALYSIS

In accordance with the Town's Purchasing Policy, each component of the purchase will be as follows:

- The vehicles will be purchased by piggybacking off a contract between Palm Beach Gardens Police Department and LENCO Armored Vehicles based upon GSA Contract No. GS-07F-169DA as incorporated under Agreement L2023-036PD, effective through August 22, 2026. Donation funding will be utilized for the purchase of the new tactical rescue vehicle which was approved by Town Council on 11/19/2024 and will be received and processed in accordance with the town policies relating to the acceptance of donations.
- The outfitting of the tactical rescue vehicle with necessary equipment will be through attached purchasing contract between the Town of Jupiter and LENCO Armored Vehicles based upon LENCO Quotation 108488, which is valid through 2/13/2025, was approved by the Town Council on 12/19/2023.
- Vehicle graphics will be provided by Graphic Designs International, Inc. The decision was made to remain with Graphic Designs International (GDI) for their superior workmanship, which is consistent with the remainder of the fleet.
- The tactical rescue vehicle will be equipped by LENCO Armored Vehicles to work in conjunction with DRACO gas delivery system provided by J&N Tactical. The DRACO gas delivery system is a sole source product manufactured and distributed by J&N Tactical. This system provides officers with the ability to deploy multiple gas and diversionary devices from the safety of the tactical rescue vehicle during critical incidents. This system and training are consistent with approved uses and work with current equipment that the department's SWAT Team is certified to use. Staff is requesting acceptance and approval of the Sole Source Letter and Form to be signed by the Town Manager.
- Vehicle license, registration, and tag are included.

Attachments to this executive summary are organized to show the approved donation funds, documentation in support of the Town's purchasing policy, and applicable quotes for each component of the purchase.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. Piggyback contract and purchasing agreement between the Palm Beach Gardens Police Department and LENCO Armored Vehicles
2. Letter from Jupiter Police Foundation President Jay Alpert and donation agreement
3. LENCO Armored Vehicle quote #108488
4. Graphics Design International quote
5. J&N Tactical Quote and sole source letter/form

FUNDING SOURCE

Approved in Budget	\$	Sources:
Additional Funding Requested	\$599,247.00	Sources: Donation- Jupiter Police Foundation

For more information or copies of the attachments, please contact Chief Michael Barbera at 0829@jupiter.fl.us.



**AGREEMENT
FOR
PURCHASE OF Lenco BEARCAT ARMORED VEHICLE
(ACCESS OTHER CONTRACT)**

AGREEMENT NO. L2023-036PD

THIS AGREEMENT (the "Agreement") is made and entered into this 10TH day of May, 2023 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Lenco Industries, Inc. dba Lenco Armored Vehicles**, a Massachusetts corporation (the "Contractor"), located at 10 Betnr Industrial Drive, Pittsfield, Massachusetts 01201.

WHEREAS, the U.S. General Services Administration (GSA) issued GSA Schedule No. **GS-07F-169DA (the "Contract")** to Lenco Industries, Inc., attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Contract's current term ends August 22, 2026; and

WHEREAS, the City is authorized under GSA's State and Local Government Disaster Management program to access this GSA Schedule to take advantage of price savings and administrative efficiencies; and

WHEREAS, Section 2-294 of the Code of Ordinances of the City of Palm Beach Gardens permits the City to access a contract awarded by another governmental agency; and

WHEREAS, the City desires to access the Contract under the existing terms and conditions and purchase a Lenco BearCat armored vehicle for the Police Department, as more fully described in the Proposal and Specifications, attached hereto and incorporated herein as Exhibit "B."

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. DESCRIPTION OF GOODS AND SERVICES

The Contractor shall manufacture and deliver to the City the following vehicle:

1 – Lenco BearCat Armored Vehicle
6.7L Turbo Diesel Engine

ARTICLE 2. PAYMENT

The total amount payable under this Agreement for the manufacturing and delivery of the armored vehicle shall be Three Hundred Forty-Seven Thousand Two Hundred Forty-Three Dollars (\$347,243).

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*.

ARTICLE 3. TERM OF AGREEMENT

The term of this Agreement shall be from the effective date until the Contractor has delivered the vehicle and the City has inspected and accepted the vehicle, inclusive of all warranties.

ARTICLE 4. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing written notice to the Contractor. Since this is a custom-built vehicle, with an estimated completion time of approximately twelve (12) months, upon receipt of written notice of termination without cause from the City, the Contractor shall stop performance and shall be entitled to receive just and equitable compensation for work in progress, work completed, and raw materials purchased before the effective date of termination that cannot be used for any other order. This Agreement may be terminated by the Contractor upon providing written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

ARTICLE 5. INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liabilities, losses, or damages, including attorney's fees and cost of defense that the City 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 negligent acts or omissions, willful misconduct, or breach of this Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, and hold harmless the City or its officers, employees, agents, and instrumentalities as herein provided.

Except as specifically provided herein, the Contractor shall not be required to indemnify the City and its agents, officers, and employees from any and all claims for any damages directly caused or resulting from the sole negligence of the City and its agents, officers, and employees.

In no event shall the Contractor be liable for any damages resulting from lost profits or loss of use of equipment or for any special, incidental, consequential, or indirect damages, regardless of the form of any claim or action, any way arising from or in connection with this Agreement even if the Contractor has been made aware of such damages.

This Article shall survive the termination of this Agreement.

ARTICLE 6. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following addresses:

As to the City: **City of Palm Beach Gardens**
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email: rferris@pbgfl.com

With a copy to: **City of Palm Beach Gardens**
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbgfl.com

As to the Contractor: **Lenco Industries, Inc. dba Lenco Armored Vehicles**
10 Betnr Industrial Drive
Pittsfield, Massachusetts 01201
Attn: Jim Massery
Email: jmassery@lencoarmor.com

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- c. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.

- e. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws principle. The venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 7. ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the Contractor to submit to an audit by an auditor mutually agreeable to both parties. Subject to reasonable advance notice, the Contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly to this Agreement. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for seven (7) years following expiration of this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

ARTICLE 8. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

ARTICLE 9. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the 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 in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The 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 this Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Contractor shall transfer, at no cost, to the City, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

ARTICLE 10. LICENSES, PERMITS, AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the Services required herein. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

ARTICLE 11. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strike or other labor dispute, natural disaster, public emergency, pandemic, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. The economic hardship of the Contractor shall not constitute a force majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

ARTICLE 12. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 13. COMPLIANCE AND CONDUCT

By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, *Florida Statutes*, "Employment Eligibility." This includes, but is not limited to, utilizing the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an alien unauthorized to work in the United States of America. Failure to comply will result in termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

ARTICLE 14. INCORPORATION OF GENERAL TERMS AND CONDITIONS

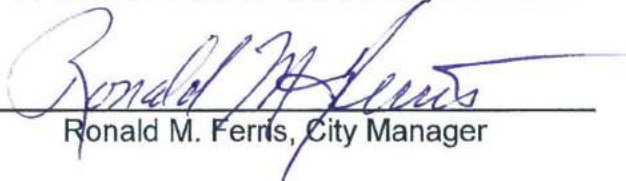
This Agreement incorporates the City's General Terms and Conditions that are available for review at www.pbgfl.com/purchasing. By executing this Agreement, the Contractor agrees to be bound by the City's General Terms and Conditions, as applicable.

(The remainder of this page intentionally left blank.)

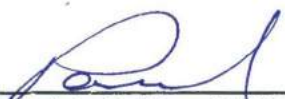
City of Palm Beach Gardens
Agreement No. L2023-036PD
Purchase of Lenco BearCat Armored Vehicle

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

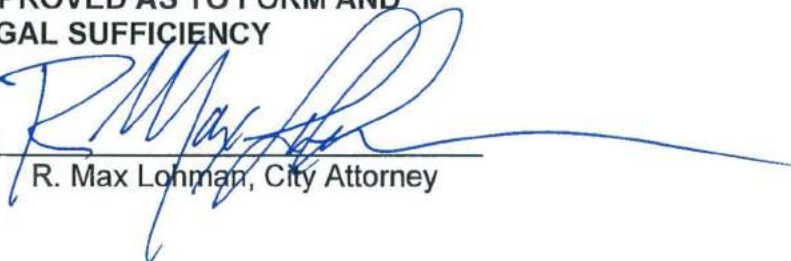
CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Ronald M. Ferris, City Manager

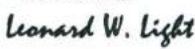
ATTEST:

By: 
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
R. Max Lohman, City Attorney

**LENCO INDUSTRIES, INC. DBA LENCO ARMORED
VEHICLES**

DocuSigned by:
By: 
Leonard W. Light, President

City of Palm Beach Gardens
Agreement No. L2023-036PD
Purchase of Lenco BearCat Armored Vehicle

EXHIBIT "A"



Protecting Our Nation's Defenders™

Effective Date: June 30, 2021 (Contract Period: August 23, 2016 thru August 22, 2026)

BearCat GSA Price List w/ Option Prices

LENCO CONTRACT # GS-07F-169DA - Contract End Date August 22, 2026

Schedule Number 084 SIN #336992

Qty/Vol Discount: .5% Discount Each Off Purchase of (5) (Off Base Model)

1% Discount Each Off Purchase of (10) (Off Base Model)

PROPRIETARY

Item:	Product #	Commercial	GSA Net Price
Lenco BearCat	BC55003	\$ 211,267.37	\$ 200,704.00
Diesel Engine, 6.7L Turbo	BCDLEN	\$ 9,325.00	\$ 8,859.00
7.3 Ford Long Block Diesel Engine	BCDE7.3	\$ 10,481.05	\$ 9,957.00
6.0 Ford Long Block Diesel Engine	BCDE6.0	\$ 14,555.79	\$ 13,828.00
6.4 Ford Long Block Diesel Engine	BCDE6.4	\$ 15,771.58	\$ 14,983.00
6.7 Ford Long Block Diesel Engine	BCDE6.7	\$ 14,121.05	\$ 13,415.00
4-Channel DVR 160 GR	BC4CHDVR	\$ 1,842.11	\$ 1,750.00
17" Flat Panel LCD Monitor	BC17FP LCD	\$ 1,842.11	\$ 1,750.00
24-Volt Conversion System; 2-Cycle Batteries - CROWS	BC24VCSYS	\$ 13,157.89	\$ 12,500.00
AC-DC Power Inverter w/Auto Eject	BCINV2000	\$ 6,723.16	\$ 6,387.00
Back up Camera System with Monitor	BCBU	\$ 2,417.89	\$ 2,297.00
Electric Power Mirrors	BCMIR	\$ 1,587.37	\$ 1,508.00
Electric Power Winch; Modular w/Winch Basket	BCWNCH	\$ 6,534.00	\$ 6,207.00
Explosive Gas Detection Pkg	BCDRG	\$ 5,289.47	\$ 5,025.00
Heated Windshield Upgrade	BCHGW	\$ 2,266.32	\$ 2,153.00
High Intensity Driving Lights in Front Bumper	BCHIDL	\$ 1,410.53	\$ 1,340.00
Intercom System; Inside to Outside	BCINT	\$ 3,022.11	\$ 2,871.00
Integration of Cust Supplied Fiber Optic Spool/Ground Mt & Roof Lead	BCCUSFIBR	\$ 3,684.21	\$ 3,500.00
Light Bar Prep Package	BCILB	\$ 528.42	\$ 502.00
On Board SCBA System/Includes Bottled Air & Inside Attach Points	BCSBA	\$ 27,051.58	\$ 25,699.00
Mounting Plates for Customer Supplied Air Packs (3)	BCCUSTAIR	\$ 789.47	\$ 750.00
Color Camera w/Controller, Front and Rear Monitors	BCPANTILT	\$ 21,421.05	\$ 20,350.00
Radiation Detection Package	BCRAD	\$ 5,289.47	\$ 5,025.00
Radio Prep Package, (1) Max (2)	BCINSRA	\$ 528.42	\$ 502.00
Desert Climate Cooling Package	BCDCCP	\$ 1,894.74	\$ 1,800.00
Interior Crew Compartment Exhaust Fan	BCICEF	\$ 1,250.53	\$ 1,188.00
Rear A/C - Heating System: High Capacity	BCHAC	\$ 3,128.42	\$ 2,972.00
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	\$ 7,560.00	\$ 7,182.00
Rear A/C - Heating System: Engine Mounted	BCEMAC	\$ 11,052.63	\$ 10,500.00
Roof Mounted Remote Control Spot Light (1) - Max (4)	BCRCSL	\$ 1,056.84	\$ 1,004.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	\$ 1,477.89	\$ 1,404.00
Color & Thermal Camera w/Controller, Front and Rear Monitors	BCTI	\$ 33,247.79	\$ 31,585.00
Telescoping Mast System; 10' w/Compressor & Proximity Switch	BCTELMAS	\$ 21,211.58	\$ 20,151.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	\$ 4,282.11	\$ 4,068.00
Whelen Liberty LED Light Bar (Installed)	BCLED	\$ 3,385.68	\$ 3,216.00
Trauma Lighting (6) Overhead Dome White w/Hi/Low/Red	BCLTMD	\$ 2,629.47	\$ 2,498.00
Extreme White Rear Area Scene Lights	BCEWRASL	\$ 2,080.00	\$ 1,986.00
Protective Window Screens	BCPWS	\$ 7,244.21	\$ 6,882.00
Protective Window Screens - Automatic	BCPWSA	\$ 9,453.68	\$ 8,981.00
Take Down Light (Bumper Mounted)	BCTDL	\$ 1,950.53	\$ 1,853.00
LRAD Wiring Prep (for internal controls)	BCLWP	\$ 4,757.89	\$ 4,520.00
LRAD T-Lock Mount	BCLTM	\$ 1,713.68	\$ 1,628.00
LRAD Hatch Mount	BCMHM	\$ 1,435.79	\$ 1,364.00
LRAD Roof Rail Mount	BCLRRM	\$ 1,505.26	\$ 1,430.00
In-Line Diesel Fuel Heater	BCDFH	\$ 789.47	\$ 750.00
ECM Diagnostics System	BCEDS	\$ 315.79	\$ 300.00
Fire Suppression System (Crew Area Only)	BCFSSCA	\$ 19,894.74	\$ 18,900.00
5 Pack Mag Kit	BCMAGKIT	\$ 1,026.32	\$ 975.00
Armored Oil Pan Guard	BCAOPG	\$ 2,037.89	\$ 1,936.00
Fire Suppression: Engine; Manual Discharge	BCFSUPE	\$ 6,400.00	\$ 6,080.00
Fire Suppression: Tires: Left Side & Right Side; Manual Discharge	BCFSUPT	\$ 14,600.00	\$ 13,870.00
Front Area Barricade Plow with Hydraulic Lift	BCPLOW	\$ 14,200.00	\$ 13,490.00
Integrated LED Visor Lights (8): 4 Red / 4 Blue	BCIVL	\$ 2,141.05	\$ 2,034.00
Integrated Side Area Lights (8): 2 Red / 2 Blue / 4 White	BCSAL	\$ 2,141.05	\$ 2,034.00
Gas Injector Storage Basket	BCGISB	\$ 1,363.16	\$ 1,295.00
2 Rear Area Electric Fans	BC2RELFAN	\$ 315.79	\$ 300.00
HRI Mineroller Vehicle Integration Kit w/ Export Crate	HRIMVK-SOMFL	\$ 8,410.53	\$ 7,990.00
24V System (HRI Mineroller Hydraulic Steering upgrade) w/ Export Crate	24VHRI-SOMFL	\$ 13,578.95	\$ 12,900.00
Advanced BMI MRAP Gunner's Seat	BCBMGS	\$ 1,562.11	\$ 1,484.00
Blast Seat (Each)	BCBSEATS	\$ 3,173.68	\$ 3,015.00
2-Mid Back Seats in Rear (Bench Seats Shortened)	BCMBS	\$ 1,682.11	\$ 1,579.00
Wall Mounted Flip Down Seat	BCFLIPSEAT	\$ 505.26	\$ 480.00
Ford F550 Service Manuals	BCFMNL	\$ 657.89	\$ 625.00
Seat Belts Rear Bench Seats	BCSBLT	\$ 1,309.47	\$ 1,244.00
Spec Rest Sniper System	BCSRESTSS	\$ 4,189.47	\$ 3,980.00
Work Counter/Control Station w/Swivel Seat/Lumbar Support	BCWKCT	\$ 5,263.16	\$ 5,000.00
Fold-Up Steel Work Table	BCFSWT	\$ 1,384.25	\$ 1,315.00
Run-Flat Tires: Set of (6)	BCRF6	\$ 6,347.37	\$ 6,030.00
19.5" Spare Tire with Run Flat	BCSTRF	\$ 2,429.47	\$ 2,308.00
Run-Flat Tires for 22.5" Tire and Wheel Upgrade	BCRF225	\$ 7,455.79	\$ 7,083.00

22.5" Spare Tire with Run Flat	BCSTRF2	\$ 3,045.26	\$ 2,893.00
22.5" Tire and Wheel Upgrade	BCTWU	\$ 9,263.16	\$ 8,800.00
G3/G4 Spare Tire with Run-Flat	BC40STRF	\$ 5,214.74	\$ 4,954.00
(1) 7" Vertical GunPort Upgrade	BCGP7	\$ 160.00	\$ 152.00
4-Door Configuration	BC4DR	\$ 8,271.58	\$ 7,858.00
Armored Engine Firewall	BCAEF	\$ 14,965.26	\$ 14,217.00
Ballistic Skip Round Shield	BCBSRS	\$ 2,037.89	\$ 1,936.00
BearCat EOD Pkg/Robot Deployment Door/Truck Extension/Raised Roof	BCEOD	\$ 29,473.68	\$ 28,000.00
Front Mid Hydraulic Robot Lift/Delivery Platform/Winch	BCFMHYRO	\$ 7,894.74	\$ 7,500.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	\$ 36,797.89	\$ 34,958.00
BearCat G4 Off-Road Pkg w/RunFlats/4-Dr/Lg Tinted Windows/2-Rear Seats	BCG4	\$ 50,173.68	\$ 47,865.00
BearCat G5 4-Wheel Mine Resistant Package	BCG5	\$ 81,980.00	\$ 77,881.00
BearCat X2 Utility Package	BCX2	\$ 9,157.89	\$ 8,700.00
BearCat X3 Utility Package	BCX3	\$ 36,797.89	\$ 34,958.00
BearCat X-Series Fire Response Package	BCX3MON	\$ 98,842.11	\$ 93,900.00
BearCat MedEvac (4) Litter Pkg	BCMEDEVAC	\$ 20,870.53	\$ 19,827.00
BearCat MedEvac LASD TEMS Version	BCMEDLASD	\$ 27,186.32	\$ 25,827.00
BearCat Life-Cycle Maintenance Program	BCLCMP	\$ 146,895.79	\$ 139,551.00
Light Weight Assault Litter	BCLWAL	\$ 1,315.79	\$ 1,250.00
BearCat VIP, SUV Pkg	BCVIPSUV	\$ 46,289.47	\$ 43,975.00
BearCat Hi Rail System	BCHRS	\$ 44,129.47	\$ 41,923.00
BearCat Hi Rail System Accessory Kit	BCHRAK	\$ 7,004.21	\$ 6,654.00
Bedrock Paint	BCPJ	\$ 3,540.00	\$ 3,363.00
Emergency Escape Hatch	BCEEH	\$ 3,602.11	\$ 3,422.00
Extreme Heat Reducing Insulation & Sound Reduction Pkg	BCEXHT	\$ 3,204.21	\$ 3,044.00
Front Mounted Receiver with Ram Post and Plate	BCFRAM	\$ 4,735.79	\$ 4,499.00
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	\$ 13,135.79	\$ 12,479.00
Break and Rake	BCBAR	\$ 1,263.16	\$ 1,200.00
Ram Cam with Monitor	BCRC	\$ 25,187.37	\$ 23,928.00
Ram Cam Prep Pkg	BCRCP	\$ 2,291.58	\$ 2,177.00
RAM Cam Plug & Play Package	BCPPP	\$ 5,305.26	\$ 5,040.00
360 Camera System	BC360DEG	\$ 4,854.74	\$ 4,422.00
Gas Injector Unit	BCGIU	\$ 15,317.89	\$ 14,552.00
Gun Mount for 240 w/Pedestal/Gaske/Armor Shield	BCGMT240	\$ 8,412.63	\$ 7,992.00
High Gloss Exterior Paint (CARC is Standard)	BCHGP	\$ 9,157.89	\$ 8,700.00
Military Style Cupola and Mechanical Turret System	BCMTUR	\$ 19,846.32	\$ 18,664.00
Military Style Cupola w/Ballistic Windows & Mechanical Turret System	BCMCUPOLA	\$ 27,706.32	\$ 26,321.00
1-Plasma Rope	BCPLAS1	\$ 529.47	\$ 503.00
BearCat UV Ray Protective Cover	BCUVPC	\$ 2,555.79	\$ 2,428.00
BearCat Spare Parts Kit	BCG5SP	\$ 1,861.05	\$ 1,863.00
BearCat Export Conversion	BCEXCON	\$ 4,236.84	\$ 4,025.00
Rear Tow Hitch Receiver	BCRTOWR	\$ 1,057.89	\$ 1,005.00
Single Side Personnel Door w/Window/Gunport/Adj Ht Gunner Stand	BCSSPD	\$ 5,263.16	\$ 5,000.00
Supplemental Floor Armor/Blast Shield	BCSFA	\$ 5,541.05	\$ 5,284.00
Water Monitor (Integration) with Joy Stick Control	BCMON	\$ 41,034.74	\$ 38,983.00
Water Monitor (Integration) w/Joy Stick Control: Bumper Mounted Nozzle	BCMONBMN	\$ 29,578.95	\$ 28,100.00
Water Piercing Monitor	BCWPN	\$ 7,201.05	\$ 6,841.00
Semi-Automatic Tire Inflation System (STIS)	BCSTIS	\$ 9,052.63	\$ 8,600.00
Crows Integration w/24 Volt Conversion	BCCRWS	\$ 53,277.89	\$ 50,614.00
Vehicle Front Stabilization System	BCVFSS	\$ 17,137.89	\$ 16,281.00
Engineering Support Labor Rate (per hour)	BCELSR	\$ 273.68	\$ 260.00
Roadside Tire Tool Kit	BCRTK	\$ 902.11	\$ 857.00
Weapons Mount	BCWMT	\$ 210.53	\$ 200.00
Special Ops Package	BCSOP	\$ 13,177.89	\$ 12,519.00
Front Skid Pan	BCFSP	\$ 1,803.16	\$ 1,713.00
Certified Air Transportability Package	BCCATP	\$ 2,616.84	\$ 2,486.00
Large Capacity Fuel Cell	BC68GFT	\$ 4,854.74	\$ 4,612.00
Power Inverter - Export	BCPIEX	\$ 3,142.11	\$ 2,985.00
Extreme Use Off-Road Suspension Upgrade	BCORS	\$ 6,960.00	\$ 6,612.00
Roof Mounted Alley Lighting - (1) Max (4)	BCRMAL	\$ 2,329.47	\$ 2,213.00
Water Fording Upgrade	BCWFU	\$ 21,044.21	\$ 19,992.00
Front Bumper Intersection Lights	BCBIL	\$ 1,894.74	\$ 1,800.00
Fender Intersection Lights	BCFIL	\$ 3,143.16	\$ 2,986.00
Color & Infrared Camera w/ Controller, Front and Rear Monitors	BCPANTILTIR	\$ 26,680.00	\$ 27,246.00
Advanced Rescue MedEvac Package	BCRMP	\$ 84,205.26	\$ 79,995.00
19.5 Spare Tire, No Run-Flat	BC195ST	\$ 1,561.50	\$ 1,483.00
22.5 Spare Tire, No Run-Flat	BC225ST	\$ 1,938.95	\$ 1,842.00
Protective Window Covers	BCWC	\$ 1,697.89	\$ 1,613.00
MedEvac Benches w/ stretcher restraints	BCMEDBENCH	\$ 3,435.79	\$ 3,264.00
Gooseneck Task Lights (4)	BCGTL	\$ 3,436.84	\$ 3,265.00
DS Medical Cabinet	BCMEDCABDS	\$ 11,721.05	\$ 11,135.00
PS Medical Cabinet	BCMEDCABPS	\$ 3,637.89	\$ 3,456.00
IV Hooks	BCIVHOOK	\$ 736.84	\$ 700.00
Stretcher Hook Prep	BCSHP	\$ 1,590.53	\$ 1,511.00
Electric Power Winch; Front Bumper Mounted	BCWNCHFRONT	\$ 5,517.89	\$ 5,242.00
Light Duty Electric Powered Winch; 10,000 lbs Capacity	BCWNCHSUVFRONT	\$ 5,518.95	\$ 5,243.00
Electric Power Winch / Synthetic Rope; Front Bumper Mounted	BCWNCHRMPPFRONT	\$ 6,396.84	\$ 6,077.00
Electric Power Winch / Synthetic Rope; Modular with Winch Basket	BCWNCHRMP	\$ 6,415.79	\$ 6,095.00
Rear Tow Hitch Receiver w/ Winch Power	BCRTOWRWP	\$ 1,323.16	\$ 1,257.00
DEF Tank Guard; Diesel Engine Only	BCDEFG	\$ 985.26	\$ 936.00
Exterior Equipment Storage Compartment	BCSCOMP	\$ 3,178.95	\$ 3,020.00
Navy Specialized Cupola & Turret System	BCMTURNA006	\$ 19,846.32	\$ 18,664.00
Navy Gun Mount System	BCGMTNA006	\$ 9,303.16	\$ 8,838.00
Quick Collapsible Navy Gun Mount System	BCG3GMTNA006	\$ 25,894.74	\$ 24,600.00

Ammo Storage Rack
 Flip-up Running Board
 Go Light Protective Cage
 UN006 Special Configuration
 IDGID Special Configuration
 LO001 Special Configuration
 MI004 Special EOD Configuration
 Integrated Decontamination System
 Draco Prep Package
 Reverse Opening Hood
 Light Guard Package
 Front Mud Flaps
 Advanced Rescue Front End
 External Storage Cabinets Driver & Passenger Side
 X-Series Utility Bed Cabinet
 Interior Rubber Mats (In Place of Carpets)
 In-Skins
 Large Escape Hatch w/ Ladder
 SCBA Flip up Seat
 SCBA Seat w/ Base
 Forward Facing Camera
 Whole Vehicle Bedrock Paint
 Severe Duty Axle Upgrade
 INTRAXX System (gunport layout)
 Tire Shields (Qty 4)
 (2) Fin Grip Weapons Mount & Base
 Hydraulic Ram Upgrade (Post Production non-prep)
 MIEMS Special Configuration
 Stryker Center-Mount for Pro-XT Stretcher

FOB: Origin (TBD) Prepaid and Added

Sales and Product Inquiries:
 Email: Sales@LencoArmor.com

General Information:
 Lenco Industries, Inc.
 10 Betnr Industrial Drive
 Pittsfield, MA 01201
 Toll Free: (800) 444-5362
 Tel: (413) 443-7359

BCASR	\$2,431.58	\$	2,310.00
BCFRB	\$4,109.47	\$	3,904.00
BCGLC	\$52.63	\$	50.00
UN006	\$16,786.32	\$	15,947.00
IDGID	\$24,867.37	\$	23,624.00
LO001	\$57,524.21	\$	54,648.00
MI004	\$78,801.05	\$	74,861.00
BCADS	\$ 26,501.05	\$	25,176.00
BCDRACOPREP	\$ 1,995.79	\$	1,896.00
BCROH	\$ 4,315.79	\$	4,100.00
BCLG	\$ 52.63	\$	50.00
BCFMF	\$ 595.79	\$	566.00
BCARFE	\$ 34,484.21	\$	32,760.00
BCESC	\$ 4,931.58	\$	4,685.00
BCXBEDCAB	\$ 5,917.89	\$	5,622.00
BCRMF	\$ 478.95	\$	455.00
BCINSKINS	\$ 6,221.05	\$	5,910.00
BCEHWL	\$ 1,493.68	\$	1,419.00
BCSCBAFSEAT	\$ 2,252.63	\$	2,140.00
BCSCBASEAT	\$ 1,951.58	\$	1,854.00
BCFFC	\$ 2,417.89	\$	2,287.00
BCPJWV	\$ 7,081.05	\$	6,727.00
BCSDAU	\$ 30,526.32	\$	29,000.00
BCINTRAXX	\$ 1,326.32	\$	1,260.00
BCTIRESHIELD	\$ 3,208.42	\$	3,048.00
19-482	\$ 1,263.16	\$	1,200.00
BCHYDRAMPROD	\$ 20,714.74	\$	19,679.00
MIEMS	\$ 43,545.26	\$	41,368.00
BCPROXTMOUNT	\$ 17,442.11	\$	16,570.00

Specifications Subject to Change.

**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List
SIN: 336992**

Law Enforcement & Security
FSC Class: 2355 / NAICS: 336992
Date Revised: 09/15/2021

**CONTRACTOR CATALOG
Terms & Conditions**

I. LENCO Contact Information

Lenco Contract #: GS-07F-169DA
Contractor: Lenco Industries, Inc.
dba Lenco Armored Vehicles
10 Betnr Industrial Drive
Pittsfield, MA 01201
Web Address: <http://www.SWATtrucks.com>
E-Mail: Info@SWATtrucks.com
Effective Date: September 15, 2021
Contract Period: August 23, 2016 thru August 22, 2026
Order Status POC: Sales@SWATtrucks.com
DUNS: 051950293
Business Size: Small / Manufacturer
Contract Administration: Rob Weisberger/Tel. 413-443-7359 Ex 118

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules Button at <http://www.fss.gsa.gov>.

II. TERMS AND CONDITIONS Lenco INDUSTRIES, INC.

- 1a. Awarded Special Item Numbers:** 336992 – Armored Security Vehicles
- 1b. Lowest Priced Model Number for each Awarded Special Item Number(s):**
 SIN# 336992, Lenco B.E.A.R.® Base Price \$289,749.
 SIN# 336992, Lenco BearCat® Base Price \$200,704.
 SIN# 336992, Replacement Glass Price List 1c. Does Not Apply.
- 2. Maximum Order Guideline:** \$850,000 per order
 (Note: delivery order may be placed against the Schedule contract even though it exceeds the maximum order)
- 3. Minimum Order:** \$100
- 4. Geographic Coverage:** U.S. 50 States, Washington D.C., Puerto Rico, U.S. Territories; and CONUS or OCONUS.
- 5. Points of Production:**
 Lenco Armored Vehicles
 10 Betnr Industrial Drive
 Pittsfield, MA 01201
 Berkshire County
- 6. Basic Discount:** Net GSA pricing as shown on the Lenco GSA Pricing Schedules found on GSA Advantage and on Lenco web sites for the Lenco BEAR and BearCat.
- 7. Qty/Vol Discount:**
 .5% Discount Each Off Purchase of (5) (Base Model Armored Vehicles)
 1% Discount Each Off Purchase of (10) (Base Model Armored Vehicles)
- 8. Prompt Payment Terms:** 0%, Net 30 Days
- 9.. Government Credit Card:** Accept Government Credit Cards –
 Below and Above micro purchase threshold
- 10. Foreign Items:** None
- 11a. Time of Delivery:** 240 Days ARO
- 11b. Expedited Delivery:** Contact Contractor
- 11c. Overnight/2-Day Delivery:** Contact Contractor
- 11d. Urgent Requirements:** Contact Contractor
- 12. FOB Point:** Origin, Freight Prepaid & Added
- 13. Ordering Address:** Lenco Industries, Inc.
 10 Betnr Industrial Drive
 Pittsfield, MA 01201
 Telephone: 1-800-444-5362 or 413-443-7359
 FAX: 413-445-7865
 Email: sales@SWATtrucks.com
- 14. Payment Address:** Lenco Industries, Inc.
 10 Betnr Industrial Drive
 Pittsfield MA 01201
- 15. Warranty Provisions:** Standard Commercial Warranty

III. TERMS AND CONDITIONS LENCO INDUSTRIES, INC.

16. **Export Packing Charges:** Export Packing Charges To Be Determined
17. **Terms and Conditions of Government Credit Card Acceptance:** Accepted all purchases up to a maximum of \$10,000.
18. **Terms and Conditions of any other service:** Not Applicable
19. **Terms and Conditions of Installation:** None
20. **Terms and Conditions of Repair Parts indicating Date of Parts Price Lists and any Discounts from List Prices:** None
21. **List of Service and Distribution Points:** N/A
22. **List of Participating Dealers:** None
23. **Preventative Maintenance:** None
24. **Environmental Attributes, E.G. Recycled Content, Energy Efficiency, and/or Reduced Pollutants:** Meets Federal Emission Standards.
25. **Data Universal Number System (DUNS) Number:** 051950293
26. **CCR Database:** Yes - Cage Code 1KA02
27. **Inspection & Acceptance:** At Lenco Factory, Pittsfield, MA Page 3 of 3



SOLE SOURCE SPECIFICATIONS

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: September 6, 2022

RE: Sole Source Specifications for the Lenco BearCat

Lenco BearCat Key Features, Testing and Certifications

Armor Protection

- Armor Panels constructed of Certified Mil-Spec Steel
- Vertical Armor Panels are .50 inch thick, one-piece solid construction from the front of the vehicle to the rear of the vehicle
- Gunports and all surrounding armor protection, including backup armor, is .50 inch thick.
- Proprietary welding technique utilized in sidewall, floor and roof construction
- Armored hood, radiator protection, fuel tank, exterior lighting armor backup, inner fender armor, door and window pocket armor backup
- Department of the Army, U.S. Army Aberdeen Test Center – Ballistic Certification for armor plate used in every BearCat manufactured
- Independent Third-Party Testing to the following threats / ballistic standards: EN 1063 BR7, NIJ IV, STANAG 4569 Level 2, .50 CAL M2 Multi-Hit, .50 CAL M33 Multi-Hit, DM51x2 Hand Grenades, DM31 Anti-Personnel Mine, M67x2 Hand Grenades, 20mm FSP, V50 (BL) P Ballistic Test

Mobility & Automotive Safety

- 126" – 131.5" Wheelbase
- Custom-tuned suspension, including shocks, springs, bump stops, front and rear sway bars, track bar and radius arms
- Proprietary OEM Frame-to-Body construction
- Department of the Army, U.S. Army Aberdeen Test Center, Aberdeen Proving Grounds – Automotive Performance Testing to the following standards:
 - Test Operating Procedures (TOP)
 - North Atlantic Treating Organization (NATO) Reference Mobility Model (NRMM)

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive • Pittsfield, MA 01201 • Tel (413) 443-7359 • Fax (413) 445-7865
www.LencoArmor.com • e-mail: Info@LencoArmor.com

- NATO Allied Vehicle Testing Publication (AVTP)
 - Society of Automotive Engineers (SAE)
- Human Factors Integration - Safety Assessment Review (SAR)
 - Fort Knox, KY
 - Fort Belvoir, VA
- National Highway Transportation Safety Administration (NHTSA), Office of Vehicle Safety Compliance (OVSC), Federal Motor Vehicle Safety Standards (FMVSS) Compliance Testing
 - Center of Gravity Test
 - FMVSS 105 – Hydraulic Brake Test
 - FMVSS 206 – Door Locks and Door Retention Test
 - FMVSS 207 – Seating Systems
 - FMVSS 210 – Seat Belt Anchorages
 - FMVSS 302 – Flammability of Interior Components
- National Tactical Officers Association (NTOA), Member Tested and Recommended Certification
 - 2003 Certification
 - 2020 Re-Certification
- U.S. Air Force Air Transportability Test Loading Activity (ATTLA) – Air Transportation Certification
 - Lockheed C-5 Galaxy
 - Boeing C-17 Globemaster III
 - Lockheed C-130 Hercules

Tactical Features

- Patented, zero gravity counter balanced & rotating roof hatch system
- Height-adjustable gunner stand with removable / serviceable design
- Automatic Door Lock-Out (side doors) with single tap release
- Welded Running Boards rated to hold 3,000 lbs. at each side & 2,500 lbs. on rear
- Occupant situational awareness
- 390 square feet of interior space
- 2-Piece Bumper-integrated hydraulic entry bars with attachments for Audio / Video, Chemical Deployment, and Water Deployment
- Roof Mounted Water Nozzle with internal joystick controls
- Bumper Mounted Water Nozzle with internal joystick controls
- Vehicle-Integrated On-Board SCBA System
- Tactical EMS interior layout, workstation, medical cabinet, oxygen storage and trauma lighting
- 68 Gallon Single Fuel Cell
- 40" Water Fording Package with Independent 3rd Party Testing

Service, Reliability & Interoperability

- Commercial Chassis common to government fleet
- Commercial Chassis Warranty and Service history at nearly 130 Authorized Ford Service Centers across the United States

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive • Pittsfield, MA 01201 • Tel (413) 443-7359 • Fax (413) 445-7865

www.LencoArmor.com • e-mail: Info@LencoArmor.com

- Ford OEM Warranty
- 3 Year Lenco Warranty
- Operational and Support Cost: Average cost of \$558 USD per 10,000 miles of operation
- Reliability, Availability and Maintainability (RAM): 24,906 mean miles between repair, 1.3 hours mean time to repair and 98% operational readiness
- Interoperability with hundreds of federal, state and local law enforcement agencies across the United States; reduces training cost and limits response time in joint operations
- Lenco Refurbishment Program – (4) individual ‘Schedules’ of refurbishment work that address Ford chassis components, Lenco components, paint and upgrades.
- Lenco Trade-In Program – End-of-Life vehicles can be traded-in to Lenco for value against the acquisition of a new or used model vehicle.

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive • Pittsfield, MA 01201 • Tel (413) 443-7359 • Fax (413) 445-7865

www.LencoArmor.com • e-mail: Info@LencoArmor.com



JUPITER POLICE FOUNDATION, INC.

September 13, 2024

Mr. Frank Kitzerow
Town Manager
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Dear Mr. Kitzerow,

The Jupiter Police Foundation is aware that the Jupiter Police Department is in need of replacing it's armored vehicle. It is our understanding that this vehicle is used to protect officers and the public within the community during various critical incidents involving armed and dangerous individuals.

I have presented this to our Board of Directors and there is unanimous support to assist the Town of Jupiter with this purchase. The Jupiter Police Foundation is offering to provide funding in the amount, not to exceed \$600,000.00 towards the purchase of a new armored vehicle.

Very truly yours,

JAY ALPERT
Board President

196 Military Trail, Jupiter, FL 33458

561.741-2407 | JupiterPoliceFoundation@gmail.com | www.JupiterPoliceFoundation.org

Follow us on FB & IG: [JupiterPoliceFoundation](https://www.facebook.com/JupiterPoliceFoundation)

The Jupiter Police Foundation, Inc. is a 501(c)(3) Nonprofit Organization, created and supported by local individuals and businesses and independent of the Town of Jupiter.
Contributions may be tax deductible.



EXHIBIT A

DONATION AGREEMENT

(Required for All Donations)

The undersigned Donor wishes to make a donation to the Town of Jupiter as described in more detail below.

Donor is (check and complete all that apply):

- ☒ donating \$ Up to \$600,000 in a lump sum
- ☐ donating \$ _____ in _____ (monthly, quarterly, etc.) payments of \$ _____ in _____ installments.
- ☐ donating the following (describe products, services, investment securities, real property, etc.): _____

- ☐ If this box is checked the Town's acceptance of the donation described above is subject to the following conditions: _____

- ☒ If this box is checked this donation is restricted to the following uses:
The purchase and outfitting of a tactical rescue vehicle for use by the Jupiter Police Department

- ☒ If this box is checked this donation is being made at the request of Town Department:
Police Department

In connection with administering this agreement, Donor and Town shall work through the following primary representatives:

	Town of Jupiter	Donor -
Primary Representative:	Major Michael Salvemini	Jay Alpert, Foundation President
Address:	196 Military Trail Jupiter FL, 33458	1 Admirals Cove Blvd. Jupiter FL 33477
Telephone:	561-741-2594	201-788-8800
Fax:		
Mobile Phone:		
E-mail:	1136@jupiter.fl.us	Jupiterpolicefoundation@gmail.com

In addition to the foregoing, Donor and Town understand and agree that:

1. The Town will provide Donor with a donation receipt indicating the amount of the donation or a description of the goods or services donated.
2. Donor's contribution may be recognized publicly as determined by the Town.
3. Except as provided herein, the Town may use the donation in any manner at its sole discretion and Donor has no right or obligation to control Town's use of the donation.
4. Donor has not and will not receive any goods, services or benefits in exchange for the donation and the Town will not grant any extra consideration to the donor in relation to Town procurement, regulatory matters, or any other business, services, or operations of the Town.
5. Donations may not be accepted from organizations with business coming before the Town or its commissions, boards or committees within 12 months of the donation receipt. This includes any organizations who have bid on previous or who intend to bid on upcoming RFPs, RFQs or other solicitations by the Town. If donor finds it has business coming before the Town or its boards and committees after committing to the donation, the donor is obligated to report it to the Town immediately. Donation will be returned and this agreement voided.
6. This agreement may only be amended by a written instrument executed by both parties hereto.
7. This agreement is governed by Florida law and is binding upon all of the parties' successors and assigns. Venue for any litigation pertaining to this agreement shall be in the 15th Circuit Court in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida.
8. Florida has a very broad public records law. Under Florida law, e-mail addresses are public records. The Town makes every effort to protect individual privacy, but may be compelled to provide email addresses in some circumstances under Florida law. If you do not wish to provide your email when signing up for this program, please contact Town's primary representative listed herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

DONOR	TOWN OF JUPITER
	
_____ Signature	_____ Signature
JAY ALPERT, BOARD PRESIDENT	
_____ Name JUPITER POLICE FOUNDATION	_____ Name Title
Date: 11/7/2024	Date: _____



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 108488

Customer Code: JULFL

Quotation Date: 12/13/24

Lenco Tax ID#: 04-2719777

Page #: 1 of 2

Bill To

Jupiter Police Deaprtment
196 MilitaryTrail
Jupiter, FL 33458 USA

Ship To

Jupiter Police Deaprtment
196 MilitaryTrail
Jupiter, FL 33458 USA

Payment Terms	Shipping Terms	Ship Via
Net 30 Days	FOB: Destination	Common Carrier
Estimated Completion	Lenco Contact	Inspection & Acceptance
14-18 months ARO (Est.)	Daniel Besemer	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	3296			
Lenco BearCat	BC55003-BASE	1	\$228,803.00	\$228,803.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Lusterless Urban Green	LUSTERLESS_URBAN_GREEN	1		
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$38,454.00	\$38,454.00
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$9,995.00	\$9,995.00
4-Door Configuration	BC4DR	1	\$9,823.00	\$9,823.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$228.00	\$1,824.00
Electric Power Mirrors	BCMIR	1	\$1,508.00	\$1,508.00
360 Camera System	BC360DEG	1	\$4,422.00	\$4,422.00
Color & Thermal Camera w/Controller, Front and Rear Monitors	BCTI	1	\$34,744.00	\$34,744.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$502.00	\$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	\$7,182.00	\$7,182.00
Hydraulic Ram Upgrade wFront Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$14,975.00	\$14,975.00
Break and Rake	BCBAR	1	\$1,200.00	\$1,200.00
Door Pivoting Ram Head	BCDPRH	1	\$1,280.00	\$1,280.00
Draco Prep Package	BCDRACOPREP	1	\$1,896.00	\$1,896.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	\$6,102.00	\$6,102.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	3	\$1,404.00	\$4,212.00
IR Remote Control Spot Light	BCSLIR	1	\$1,805.00	\$1,805.00
High Intensity Driving Lights in Front Bumper	BCHIDL	1	\$1,340.00	\$1,340.00
Front Bumper Intersection Lights	BCBIL	1	\$1,800.00	\$1,800.00
Fender Intersection Lights	BCFIL	1	\$2,986.00	\$2,986.00
Roof Mounted Alley Light	BCRMAL	1	\$2,213.00	\$2,213.00
Go Light Protective Cage	BCGLC	3	\$500.00	\$1,500.00
IR Take Down Light (Bumper Mounted)	BCTDL-IR	1	\$2,577.00	\$2,577.00
AC-DC Power Inverter w/ Auto Eject	BCINV2000	1	\$6,387.00	\$6,387.00
Electric Power Winch Modular w/Winch Basket	BCWNCH	1	\$6,207.00	\$6,207.00
Plasma Rope	BCPLAS1	2	\$1,006.00	\$2,012.00
Armored Oil Pan Guard	BCAOPG	1	\$1,936.00	\$1,936.00
Ballistic Skip Round Shield	BCBSRS	2	\$2,420.00	\$4,840.00
Front Skid Pan	BCFSP	1	\$1,713.00	\$1,713.00
DEF Tank Guard - Diesel Engine Onl	BCDEFG	1	\$1,536.00	\$1,536.00
(2) Rear Area Electric Fans	BC2RELFAN	1	\$300.00	\$300.00
Interior Crew Compartment Exhaust	BCICEF	1	\$2,376.00	\$2,376.00
Intercom System Inside to Outside	BCINT	1	\$2,871.00	\$2,871.00
5 Pack Mag Kit	BCMAGKIT	1	\$975.00	\$975.00
Interior Rubber Mats	BCRMF	1	\$455.00	\$455.00
Weapon Mount	BCWMT	6	\$300.00	\$1,800.00
MedEvac Benches	BCMEDBENCH	1	\$6,528.00	\$6,528.00
Trauma Lighting (6) Overhead Dome White w/Hi/Low/Red	BCLTMED	1	\$4,996.00	\$4,996.00



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 108488

Customer Code: JULFL

Quotation Date: 12/13/24

Lenco Tax ID#: 04-2719777

Page #: 2 of 2

Water Monitor (Integration) w/ Joy Stick Control: Bumper-Mounted Nozzle	BCMONBMN	1	\$33,720.00	\$33,720.00
Water Fording Upgrade - Single Rear Door	BCWUFU	1	\$19,992.00	\$19,992.00
Front Mud Flaps	BCFMF	1	\$566.00	\$566.00
Exterior Equipment Storage Compartment	BCSCOMP	1	\$3,775.00	\$3,775.00
LRAD Wiring Kit (For Internal cont	BCLWP	1	\$7,100.00	\$7,100.00
LRAD Roof Rail Mount	BCLRRM	1	\$1,430.00	\$1,430.00
LRAD 450XL	BC19-1249	1	\$32,683.00	\$32,683.00
Rumbler Low Frequency Siren and Speaker System	BCRMBLR	1	\$2,790.00	\$2,790.00
Ford Ignition Key	BC3-104	1	\$350.00	\$350.00
Bedrock Paint	BCPJ	1	\$4,363.00	\$4,363.00
Bedrock Paint: Front Bumper	BCPJFB	1	\$1,055.00	\$1,055.00
Extreme Heat Reducing Insulation &	BCEXHT	1	\$4,044.00	\$4,044.00
(G3/G4) Spare Tire with Run-Flat	BC40STRF	1	\$5,954.00	\$5,954.00
Instrument Blackout Panel	BCIBP	1	\$800.00	\$800.00
Configuration Subtotal:				\$544,697.00
Lenco BearCat	NEWCONFIG	1	\$544,697.00	\$544,697.00
Engineering Support Labor	BCELSR	55	\$260.00	\$14,300.00
Freight Out - SWAT	FREIGHTOUT-VEHICLE	1	\$6,600.00	\$6,600.00
Net Total				\$565,597.00

Notes:

BCSLIR - Mounted Driver Side Front Fender.

BCRMAL - Mounted Rear Roof Location.

BCWUFU - Double Rear Door

GSA Federal Acquisition Service - Multiple Award Schedule

Contract Number: GS-07F-169DA

Current Option Period End Date: August 22, 2026

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized

Signature: _____

Please sign and return

Authorized

Signature: Daniel Besemer

Daniel Besemer

Thank you



Cooperative Purchasing Contracts

Lenco Direct Cooperative Contracts

1. GSA Federal Acquisition Service – Multiple Award Schedule

Contract Number: GS-07F-169DA

Current Option Period End Date: August 22, 2026

Important Links:

[Lenco GSA eLibrary Link](#)

[1122 Program Link](#)

2. H-GAC – Ambulances, EMS, and Other Special Service Vehicles

Contract Number: AM10-23

Current Option Period End Date: September 30, 2027

Important Links:

[HGACBuy Contract Link](#)

3. North Carolina Sheriff's Association (NCSA) – Fire/EMS/Law Enforcement Specialty Vehicles

Contract Number: 25-05-0521

Current Option Period End Date: June 17, 2025

Important Links:

[NCSA Contract Link](#)

4. Howard County, MD Office of Procurement and Contract Administration – New Vehicles, Class 1 – 7

Contract Number: 4400004548

Current Option Period End Date: June 30, 2025

Important Links:

[Howard County, MD Current Awards and Contracts Link](#)

[Current Contracts Link](#)

5. State of Iowa – Specialty Vehicles: Armored Rescue Vehicle

Contract Number: 005-RFB-0437-2023 / 23202A

Current Option Period End Date: August 31, 2025

Important Links:

[Iowa Department of Administrative Services Link](#)

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com

Lenco Reseller Cooperative Contracts

(Call for details.)

6. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008468

Current Option Period End Date: September 30, 2024

Lead Agency: County of Fairfax, Virginia

Lead Contractor: Safeware, Inc.

Important Links:

[US Communities / OMNIA Partners Contract Link](#)

7. Sourcewell – Public Procurement Cooperative Purchasing: Public Safety and Emergency Management

Contract Number: 080922-SAF

Current Option Period End Date: October 7, 2027

Lead Contractor: Safeware, Inc.

Important Links:

[Sourcewell Public Safety and Emergency Management Contract](#)

8. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008495

Current Option Period End Date: September 30, 2024

Lead Agency: County of Fairfax, Virginia

Lead Contractor: Mallory Safety and Supply, LLC

Important Links:

[US Communities / OMNIA Partners Mallory Contract Link](#)

9. New Jersey Cooperative Purchasing Alliance (Bergen County Co-Op) – Catalog / SWAT Equipment

Contract Number: BC-Bid-#21-55 (COOP)

Current Option Period End Date: December 3, 2024

Lead Agency: County of Bergen, NJ

Lead Contractors: Tomahawk Strategic Solutions

Important Links:

[Bergen County Co-Op Contract Link](#)

10. TIPS - The Interlocal Purchasing System

Contract Number: 210907 (Automobiles)

Current Option Period End Date: November 30, 2024

Important Links:

[TIPS - The Interlocal Purchasing System](#)

11. TX SmartBuy - Vehicle 5501

Contract Number: 070-M1 / IFB 304T-23T070A1

Current Option Period End Date: November 30, 2024

Important Links:

[TX SmartBuy Contracts Link](#)

August 30, 2024

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com



SOLE SOURCE LETTER

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: June 18, 2024

RE: Sole Source Letter for the Lenco BearCat

To Whom It May Concern:

This letter confirms that Lenco Industries Inc. (d/b/a Lenco Armored Vehicles), as designer and manufacturer, is the **Sole Source** provider of the following products in the United States and internationally:

- **Lenco BEAR®**
- **Lenco BearCat®**
- **Lenco BombCat®**
- **Lenco MedCat™**
- **Lenco FireCat™**

Additionally, these Lenco products, their specifications, manufacturing techniques and marketing materials are proprietary and are protected by copyrights, trademarks, service marks, patents, nondisclosure agreements, noncompete agreements and exclusive supply agreements; in whole or in part.

There are no other items or products available that offer identical functionality or performance characteristics, and Lenco determines the prices for the above-named products to be fair and reasonable because of pre-competed federal and state supply schedules controlled by exclusive distribution.

Federal Acquisition Regulation (FAR) Part 6.302-1 – “Only one responsible source and no other supplies or services will satisfy agency requirements” is the statutory authority permitting this Sole Source government procurement.

Further, the Code of Federal Regulations (CFR) Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards establishes government-wide requirements for federal grants and cooperative agreements. Under the Uniform Guidance, a non-Federal entity that receives a federal award must “provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.” *See* 2 C.F.R. § 200.322. If the non-Federal entity fails to do so, the federal awarding agency or pass-through entity may sanction a non-compliant recipient of funds.

In summary, Lenco Armored Vehicles, based in the United States, is the only manufacturer or authorized dealer of the Lenco BearCat, its variants or its equivalent.

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865
www.LencoArmor.com · e-mail: Info@LencoArmor.com

Graphic Designs International LLC

7941 SW Jack James Drive
 Stuart, FL 34997
 772-287-0000
 accounting@gdigraphics.com
 www.gdigraphics.com



ESTIMATE

ADDRESS

JUPITER PD (FL)
 196 MILITARY TRAIL
 JUPITER, FL 33458
 ATTN: ACCOUNTS PAYABLE

SHIP TO

INSTALLER

ESTIMATE # ESTIMATE

DATE 12/11/2024

SHIP VIA

INSTALL

PO NO.

VERBAL

ORDER DETAILS

(CH) CAPT. KIMBARK

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
1	KIT	COMPLETE GRAPHICS KIT FOR S.W.A.T. BEARCAT INCLUDING INSTALLATION	1,200.00	1,200.00

To approve this estimate, please email Courtney Harty
 at courtney@gdigraphics.com

SUBTOTAL

1,200.00

TAX

0.00

TOTAL

\$1,200.00

Accepted By

Accepted Date

Please send all payments and correspondence to:
 7941 SW Jack James Drive
 Stuart, FL 34997

We appreciate you and your business!!

10915 Oliver Ave NW
 South Haven, MN 55382
 +13202368228
 sales@jntactical.com
 www.jntactical.com

**ADDRESS**

Jupiter Police Department
 Att: Accounts Payable
 210 Military Trail
 Jupiter, FL 33458

SHIP TO

Jupiter Police Department
 Attn: Captain Scott Kimbark
 East Entrance
 210 Military Trail
 Jupiter FL 33458

QUOTE: 24-00397**DATE 12/10/2024****EXPIRATION DATE 01/31/2025****SHIP VIA**

LTL

SALES REP

JJH

PRODUCT	DESCRIPTION	QTY	COST	AMOUNT
DRACO - P4	DRACO gas delivery system engineered, steel strong box, equipped with a dispersion fan, capable of delivering up to eight command initiated chemical canisters and up to two NFDD's - Engineered receiver mount which couples the DRACO gas head seamlessly to the existing ram bar extensions on a Lenco Bearcat armored vehicle. - DFS-8 Mechanical command initiated trigger system, with mag mounts and protective/storage case - Heavy duty, articulating, mobile base/stand for DRACO gas head - used for training, maintenance, cleaning and storage - Power cord with truck power receptacle - installation not included - to be done by customer or special order from Lenco Armor Inc. - DRACO DFS 10-Channel Controller w/remote, transmitter, mounting bracket, power cord and SKB protective storage case for remote and transmitter. System seamlessly connects to existing and new DRACO Gas Delivery Systems. - DRACO GDS engineered, heavy duty, articulating truck mount. Truck mount is bolted to the existing running boards on a Lenco Bearcat armored truck. Safety cable, w/carabineer, bottom mounting plate and hardware all included. New 2023 BH-2 - Hard surface breaching head which couples seamlessly to the existing ram bar extensions on a Lenco Bearcat armored vehicle. New for 2023 BH-2 engineered, heavy duty, angled stationary truck mount. Truck mount is bolted to the existing running boards on a Lenco Bearcat armored truck. Safety cable, w/carabineer, bottom mounting plate/hardware	1	22,500.00	22,500.00
GPC	DRACO - Lenco Gun Port Cover - Mil Spec .50 Caliber Rated - allows operator to run thermo tube, audio, video cables into the truck while maintaining ballistic protection for the officers	1	1,500.00	1,500.00

PRODUCT	DESCRIPTION	QTY	COST	AMOUNT
TT-2500	2500' spool of Thermo Tube	1	625.00	625.00
TR-1 - L - TRK MNT	TR-1 series truck mount F/Lenco Bearcat. Kit includes large Pac Tool mount (9G rated), steel base frame, bottom mounting plate and rubber base pad to reduce vibration while transit. Steel parts are all primed and powder coated for durability. Safety cable equipped with carabineer and all stainless mounting hardware included.	1	295.00	295.00
PT-TOOL Lenco TRK RAIL MNT	One set of two rail clamps with adjustable clamp blocks - 9G of holding force on tool being stowed.	1	295.00	295.00
ASK-LB	Active Shooter Breachers Kit F/Lenco Bearcat - TR-1CQ compact 30lb Breaching ram, BR-5 Break/Rake, Hard Surface Breaching Hammer W/QR sling, BR-3SH break and rake tool W/QR sling	1	2,020.00	2,020.00
DRACO-TRG	DRACO Training - MANDATORY - Classroom, nomenclature, deployment with live devices (munitions provided by agency) and training program for agency. Price included all travel costs - rental car, hotel and air fair to your training location.	1	2,500.00	2,500.00
TL-4	4' Tactical rescue ladder - aluminum construction, larger rubber feet, extruded wide steps and slots for the quick release shoulder carry straps (sold separately). Weight 14.8 lbs.	1	445.00	445.00
TL-6	6' Tactical rescue ladder - aluminum construction, large rubber feet, extruded wide steps. Weight 19 lbs.	1	595.00	595.00
TL-LR-2	Tactical Ladder Rack for two ladders secured with large Pac Tool clamps - holding force 9G. Rack manufactured of steel, primmed and powder coated for long lasting durable finish.	1	795.00	795.00
SHIPPING	Shipping/Handling/Insurance - Carrier FedEx	1	625.00	625.00

3% convenience fee on all credit card orders

SUBTOTAL

32,195.00

TAX (0%)

0.00

TOTAL

\$32,195.00

Accepted By

Accepted Date



December 10, 2024

Jupiter Police Department
East Entrance
210 Military Trail
Jupiter, FL 33458

To Whom it May Concern:

This letter is to confirm that we are the sole manufacturer and distributor of all our patented products, including the DRACO gas delivery/breaching system and breaching tools. We have no distributors or manufacture representatives.

Should you have any questions, please feel free to contact me by either email or phone at 320-236-8228. Thanks again.

Jeff Herr
CEO/Founder
J&N Tactical Inc.

Town of Jupiter

Sole Source Provider Approval Form

Department

Police

Vendor and Vendor# (V- #####)

J&N Tactical

Prior Year Expense (if any)

\$0.00 (N/A)

Expected Current Year Expense

\$32,195.00

GL Account Number(s)

Description of Goods or Services

J&N Tactical manufactured the DRACO gas delivery system to work in-conjunction with the hydraulic ram feature of the LENCO BearCAT G3. This system allows for officers to safely deploy gas and diversionary devices from the safety of inside the armored vehicle. The DRACO system has a dispersion fan to ensure product is directed where it is intended and is capable of deploying (8) eight command initiated diversions.

Explain Why Vendor Should be Considered Sole Source

The DRACO gas delivery system was designed as an aftermarket accessory to the LENCO BearCat. They are a sole source manufacturer and distributor of the product. See attached sole source letter from J&N Tactical.

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 Town's 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)

Captain Scott Kimbark #1021

Date

01/07/2025

Signatures:

Department: _____

☐ Director

☐ Asst Director

Finance: _____

☐ Director

☒ Asst Director

Town Managers Office: _____

TOWN OF JUPITER

Approval to increase purchase order value for Professional Owner Representative Project Management Services with Colliers Project Leaders



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval to increase the purchase order value for Professional Owner Representative Project Management Services with Colliers Project Leaders USA NE, LLC for multiple Town playground restoration projects to an amount not to exceed \$322,274.87

EXECUTIVE SUMMARY

Town staff is requesting approval to increase the purchase order for Professional Owner Representative Project Management Services for multiple Town playground restoration projects to Colliers Project Leaders USA NE, LLC (Colliers Project Leaders) to an amount not to exceed \$322,274.87.

Resolution 111-24 approved entering into an Owner Representative Contract with Colliers Project Leaders.

In order to progress the multiple playground projects, Town staff solicited a proposal from Colliers Project Leaders. Colliers Project Leaders will provide design and construction management services for playground improvements at Indian Creek Park (including a Spray Ground), Jupiter community Park, Maplewood Park, Abacoa Park, Daily Park, Heights Park, and Miracle Moments Playground. The project management services consist of but are not limited to pre-construction, design, bidding, award, construction, and close-out services. The Spray Ground at Indian Creek Park is not included in the timelines listed within the proposal from Colliers Project Leaders. However, Town staff have met with the design professional and Colliers Project Leaders to establish a project timeline which would complete the Spray Ground work near the end of the calendar year 2025.

ANALYSIS

The Town Manager approved the initial month of services on January 7, 2025 in the amount of \$17,904.16, with the intent to increase the purchase order to the amount required for the full duration of services at a later Town Council meeting. Staff has determined that Colliers Project Leaders can provide the necessary professional services for the design work for the multiple park restoration projects.

The costs for the proposed purchase order value of \$322,274.87 includes the full project management costs and eighteen months of reimbursable costs. Please see the attached Explanation of Costs table.

In the event the Town Council approves the increase, the Town Manager will be authorized to execute the Proposal and purchase order, which will raise the overall cost to an amount not to exceed \$322,274.87.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Proposal
2. Explanation of Costs

FUNDING SOURCE

Approved in Budget	\$ 322,274.87	Sources: Playground Restoration - 31032572-531000 - R2202
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.



October 24, 2024

REVISED December 4, 2024

REVISED December 20, 2024

Nikki Carpenito, MBA, SHRM-CP
Senior Director
Town of Jupiter
210 Military Trail, Jupiter, Florida 33458
Phone 561-741-2335 Mobile 561-460-4504

via email: NikkiC@jupiter.fl.us

Subject: Proposal to Provide Project Management Services for the Town of Jupiter Playground Restoration Program

Dear Ms. Carpenito:

Colliers Project Leaders USA NE, LLC ("CPL") is pleased to offer this proposal to provide project management services for the design, contractor selection, bidding, construction, and closeout phases of the Playground Restoration Project. We have developed this proposal based on our understanding of the project scope and schedule garnered through our previous conversations.

In summary, the project, as we understand, includes the following:

- Restoration and rehabilitation to the following town playgrounds: Indian Creek Park (incl. Spray Ground), Jupiter Community Park, Maplewood Park, Abacoa Park, Daily Park, Heights Park, and Miracle Moments Playground

CPL has a long and successful history of providing clients with similar project management support services throughout the region. Our focus through the life of any project is to maximize the value of the project and protect the Owner's interests. As a result of our processes, our clients have achieved significant savings, many times exceeding our fee for services.

Based upon our experience and understanding of the project, our suggested general scope of services can be summarized as follows:

PRE-CONSTRUCTION / DESIGN PHASE SERVICES

- Provide a full constructability review of all contract documents and advise TOWN and



Architect/Engineer regarding constructability, errors, omissions, conflicts, scheduling and anticipated construction duration.

- Prepare reports listing TOWN-approved design changes and documenting cost and schedule impacts.
- Analyze the cost estimate prepared by the Architect/Engineer and report recommendations to the TOWN.
- Conduct design progress meetings.
- Assist TOWN in pre-qualifying contractors and evaluating responses.

BIDDING AND AWARD SERVICES

- Attend pre-bid meetings.
- Review addenda.
- When applicable, assist TOWN evaluating responses to the proposals for responsiveness, price and alternate prices.
- Assist the TOWN in crafting contract language and/or documents.

CONSTRUCTION SERVICES

- Provide coordination between the TOWN, the design consultant(s), and the contractor.
- Conduct and prepare minutes for kickoff meeting prior to the start of construction.
- Assist TOWN with direct purchase of items (if required).
- Close supervision of the contractor's work and review of all inspection reports to ensure that work is performed in accordance with the contract documents.
- Conduct regular construction progress meetings; prepare an agenda, arrange, conduct and provide minutes for all project meetings.
- Review construction progress against established milestones to ensure the successful and timely completion of projects, providing feedback to both the TOWN and the contractor;
 - Track quantities.
 - Take progress photos.
 - Maintain daily field diaries containing records of weather, work accomplished on site, number of workers, problems, and other relevant data.
 - Track delays due to weather or other causes.
- Provide written status reports to the TOWN.
- Prepare and manage the project schedule.
- Establish and maintain a tracking system for all project construction records.
- Serve as the TOWN's representative during the construction phase.
- Ensure that design consultants visit the project at appropriate intervals to observe and document the progress and quality of work.
- Notify the TOWN and the contractor in writing of any work not in conformity with



the Construction Documents.

- Make recommendations as to the correction of deficiencies or defects.
- Maintain copies of all required permits and monitor compliance with permit requirements.
- Certify contractor's applications for payment in the appropriate amount.
- Review construction materials testing.
- Manage, review and take action on contractor's submittals including shop drawings and samples.
- Respond to contractor's inquiries and provide information as appropriate.
- Review testing requirements and ensure tests are completed on schedule.
- Clarify and interpret the intent and scope of the contract documents.
- Monitor and enforce construction noticing requirements.
- Review change order requests from the contractor, respond to requests, and prepare change orders for the TOWN's approval and execution; maintain change order log.
- Review contract document changes and permits.
- Review and respond to claims related to the project.
- Conduct and participate in field visits, observations and demonstrations.
- Prepare, assemble and distribute the official substantial completion punch list and final punch list.
- Review the contractor's guarantees and warranties.

CLOSE-OUT SERVICES

- In conjunction with Architect/Engineer, assist TOWN in determining substantial completion criteria.
- Assist the TOWN in administering and coordinating final inspections.
- Assist the TOWN in reviewing as-built drawings.
- Assist TOWN in processing final pay requests, release of retention, and certificates of insurance.
- In conjunction with Architect/Engineer, assist TOWN with filing Notice of Completion.
- Provide Construction Management files to the TOWN.
- Review contractor's record drawings, operations and maintenance (O&M) instructions and all other close-out documentation.
- Coordinate any startup requirements.
- Advise TOWN on warranty items, secure warranties and guarantees, inspect warranty work, and participate in one-year warranty review.
- Compile an Operations and Maintenance Manual including operation instructions, maintenance requirements, warranties, and other relevant information; and provide 3 bound copies and one PDF file (300 dpi) to the TOWN upon completion of the project.

The CPL team will be under the leadership of Ken Guyette acting as your Project Manager. Ken has a great deal of experience with similar projects and is ready to begin immediately, if required.

For the purposes of generating a fee proposal, CPL assumed multiple projects happening concurrently, as well as the following schedule milestones:

JCP & MAPLEWOOD

- Design Phase Completed by January. 12, 2025
- Bidding Phase January 13, 2025 – April 16, 2025
- Construction Phase April 17, 2025 – October 12, 2025
- Closeout Phase October 13, 2025 – December 12, 2025

INDIAN CREEK PARK

- Design Phase Completed by January. 16, 2024
- Bidding Phase January 22, 2024 – April 16, 2025
- Construction Phase April 17, 2025 – October 19, 2025
- Closeout Phase October 20, 2025 – December 19, 2025

DAILY, HEIGHTS, ABACOA, MIRACLE MOMENTS, and INDIAN CREEK SPRAY GROUND

- Design Phase Completed by May 4, 2025
- Bidding Phase May 14, 2025 – July 27, 2025
- Construction Phase July 28, 2025 – April 31, 2026
- Closeout Phase May 1, 2026 – July 1, 2026

Based upon these assumptions of scope and schedule, we are offering the following fees for service. Should the project scope and/or schedule be modified, the following hourly rate schedule shall be utilized unless agreed otherwise. Colliers proposes to complete this effort through billing on an hourly basis with anticipated total fees of **\$308,397**.

2024 Hourly Rates	
Category	Hourly Rate
Executive Director	\$360
Regional Director	\$335
Senior Director	\$300
Director	\$275
Technical Director	\$250
Associate Director	\$235
Senior Project Manager	\$220
Senior Technical Specialist	\$215

Senior Construction Representative	\$195
Project Manager	\$180
Construction Representative	\$175
Technical Specialist	\$170
Assistant Project Manager	\$155
Financial Specialist	\$155
Project Coordinator	\$145
Administrative Support	\$125

These rates are subject to an escalation of up to 4% per year and will be adjusted annually in January.

The above fees do not include reimbursable expenses which are estimated to be approximately 3% of fees (\$9,251.91). Reimbursable expenses include such out of pocket costs as mileage to and from the site, postage, telephone, and meals. Experientially, the vast majority of these anticipated expenses are associated with mileage and will be billed at the published IRS reimbursement rate. All expenses are billed at direct costs with no mark-ups.

We are very excited about the opportunity to develop a relationship with the Town of Jupiter and are ready to get moving forward together. Please feel free to contact me at 813 582 4655 or ken.guyette@collierseng.com regarding this proposal or any other matter with which we may offer assistance.

Sincerely,



Kenneth J. Guyette
Senior Director, Project Management Services

Your signature in the space provided below and return of a signed copy to CPL will signify your acceptance of the terms proposed in this letter of agreement, the CPL Terms & Conditions which are attached to this letter and the ability to mutually adjust scope of services and corresponding fees if applicable at a later date. Any changes to this scope must be agreed upon in writing prior to formal modifications of the agreement as set forth in this document.



Project Leaders

Client Authorized Signature

Name

Signature

Title

Date

Colliers Project Leaders USA NE, LLC Authorized Signature

Name

Signature

Title

Date

Description	Quantity	Unit	Unit Costs	Extended Costs
Overall Project Management	1	Lump Sum	\$ 308,397.00	\$ 308,397.00
Reimburseables	1.5	Years	\$ 9,251.91	\$ 13,877.87
			Total	\$ 322,274.87

TOWN OF JUPITER

Approval to increase PO # 20251187 for Crosswalk Installation Construction Services at Main Street with Ferreira Construction, in an amount not to exceed \$57,399.10



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval to increase PO # 20251187 for Crosswalk Installation Construction Services at Main Street with Ferreira Construction, in an amount not to exceed \$57,399.10

EXECUTIVE SUMMARY

Town staff is requesting Town Council approval to increase the value of purchase order 20251187 for crosswalk installation construction services at Main Street with Ferreira Construction, Co., Inc. (Ferreira) to an amount not to exceed \$57,399.10.

While investigating possible avenues for procuring construction services, the Engineering Division became aware of a possible piggyback opportunity through an existing City of Port St. Lucie contract. To avoid potential delays caused by unresponsive bids and to expedite project progress, the Engineering Division reached out to Ferreira to obtain proposals for construction services related to the crosswalks which require Florida Power and Light electrical services. During December, 2024 the Town Manager approved the issuance of a \$48,632.00 purchase order with Ferreira, piggybacking the existing contract with the City of Port St. Lucie.

While reviewing the final design, Town staff and their design consultant agreed to modify the design at Main Street, adding another pedestrian sign in the median as a safety enhancement. This safety enhancement was deemed necessary because the Main Street crosswalk location at Roger Dean Stadium has a median with oak trees, parking, and other physical barriers that have the ability to block the crosswalk signage/beacons on the outside of the roadway. The modified design was shared with the Police Department for review and comment, who agreed with the change due to the area being very crowded with vehicular/pedestrian traffic during events and Spring Training baseball games. Adding this third sign location with the necessary foundation, conduit, traffic rated pull box, and electrical work therefore required a change to the existing purchase order.

For reference, all of the crosswalk locations are anticipated to be completed within the next 90 days.

ANALYSIS

Town staff has reviewed the proposal received for Main Street and found it complies with the existing City of Port St. Lucie contract. The City of Port St. Lucie Contract allows for cooperative purchasing (piggybacking). Funding is available in the Traffic Management and Safety Improvements CIP account.

In the event the Town Council approves the increase of purchase order 20251187 for the crosswalk installation construction services at Main Street with Ferreira Construction, Co., Inc., to an amount not to exceed \$57,399.10, the Town Manager is authorized to approve the change in purchase order value.

STRATEGIC PRIORITY

- Manage Growth
- Safety

ATTACHMENTS

1. Proposal
2. City of Port St. Lucie Contract

FUNDING SOURCE

Approved in Budget	\$ 57,399.10	Sources: Traffic Management and Safety Improvements - 31031041-553005 - E1402
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.



Ferreira Construction, Co., Inc.
13000 SE Flora Ave., Hobe Sound, FL 33455
Direct: (772) 212-0324 | Office: (772) 286-5123
Cell: (772) 284-3903

DATE: December 16, 2024

TO:
PROJECT CONTACT: Chang-Jen Lan (Traffic Engineer)
EMAIL: CJL@jupiter.fl.us
COMPANY: Town of Jupiter
BILLING ADDRESS: 210 Military Trail
Jupiter, Fla. 34990
PHONE: (561) 741-2538
BID DATE: 12/16/2024

REVISED PROPOSAL #2024110602A					
Project Name: Town of Jupiter RRFB Crosswalk Flashers					
Project Location: Loc. 4 (Main St.)					
ITEM	Description	Qty.	Unit	Unit Price	Total Unit Price
Location #4 Main St. (Contract Items)					
1	Ground Electrodes (F&I)	120	LF	\$7.35	\$ 882.00
4	2" Underground Conduit (F&I)	9	LF	\$10.90	\$ 98.10
6	2" Underpavement Conduit (F&I)	590	LF	\$29.85	\$ 17,611.50
20	#6 Service Wire	1,500	LF	\$2.90	\$ 4,350.00
45	Pull & Junction Box	5	EA	\$1,450.00	\$ 7,250.00
48	Electric Power Svc. (Underground) (F&I)	1	AS	\$2,450.00	\$ 2,450.00
49	Electric Svc. Disconnect (F&I)	1	AS	\$2,450.00	\$ 2,450.00
51	Service Pole 12' Type P-II (F&I)	1	EA	\$1,530.00	\$ 1,530.00
171	Foreman Regular Hourly Rate - Assemble & Install Flasher Assy. (3)	12	MH	\$160.00	\$ 1,920.00
171	Foreman Regular Hourly Rate - Install Flasher Foundations (3)	24	MH	\$160.00	\$ 3,840.00
171	Foreman Regular Hourly Rate - Remove Grnd. Mnt. Sign Assy. (2)	1	MH	\$160.00	\$ 160.00
172	Laborer Regular Hourly Rate - Assemble & Install Flasher Assy. (3)	12	MH	\$90.00	\$ 1,080.00
172	Laborer Regular Hourly Rate - Install Flasher Foundations (3)	24	MH	\$90.00	\$ 2,160.00
172	Laborer Regular Hourly Rate - Remove Grnd. Mnt. Sign Assy. (2)	1	MH	\$90.00	\$ 90.00
173	Signal Cable (7 Conductor)	225	LF	\$4.70	\$ 1,057.50
185	Maintenance of Traffic (Lane Closure)(Per Day)	6	DY	\$1,745.00	\$ 10,470.00
	SIGNALIZATION SUB-TOTAL AMOUNT				\$ 57,399.10
	GRAND TOTAL AMOUNT				\$ 57,399.10

BID FORM NOTES:

- * Proposal is for the INSTALL ONLY of (3) Back to Back RRFB Assemblies (To be provided by Town of Jupiter). Price includes the FURNISH & INSTALL of (3) concrete foundations (2'x4'), Directional Bore conduit (2" HDPE), Pull Boxes, Metered Electrical Services (1) and Service Wire (#6) at Main St. (Loc. #4).
Proposal piggybacks Ferreira Construction's current annual signalization contract with The City of Port St. Lucie.
- This proposal is valid for 30 days following the date of submission. Ferreira Construction reserves the right to review/revise all pricing based upon the market volatility of materials.
- A Performance and Payment Bond is not included, but can be provided if necessary and/or required, for an additional fee.



Ferreira Construction, Co., Inc.
13000 SE Flora Ave., Hobe Sound, FL 33455
Direct: (772) 212-0324 | Office: (772) 286-5123
Cell: (772) 284-3903

DATE: December 16, 2024

- Ferreira Construction has developed and provided this proposal in a pay item, unit price format. The quantities provided in this proposal are estimated only, and are not to be considered as final quantities. Ferreira Construction, by providing this proposal in a pay item, unit price format, will expect, upon issuance of a contract, to have that contract issued in a pay item, unit price format.

- Ferreira Construction will not be responsible for any fees associated with the de-energizing of any overhead/underground utilities of any kind. Ferreira Construction will assist the prime contractor with the scheduling coordination of any/all overhead/underground utility conflicts. The Owner shall be responsible for any/all costs associated with overhead/underground utility conflicts, if necessary/required.

- * Permit fees, permitting, "night time" or "weekend" concrete plant opening fees are not included. Any necessary and/or required Permitting Fees, will be charged to the Owner, as a "pass through" cost.

- Preparation of shop drawings and submittals generally take 30-45 days following the issuance of a notice to proceed under usual circumstances. A reasonable material procurement is anticipated thereafter (16-22 weeks). There is a possibility of longer lead times with certain specific products, such as Meter Bases.

- As-built submittals do not include any type of DGPS horizontal position geographic coordinate data, unless specifically expressed in writing by Ferreira Construction.

- Acts of God and Unforeseen Conditions are not the responsibility of Ferreira Construction. If Builders Insurance is required, Ferreira Construction can provide a proposal for this additional coverage.

- Advance notice of all project related events is essential if attendance is expected. Please provide at least a 10 day advance notice of Preconstruction Meetings and Partnering Meetings.

- **Robert A. Higginbotham, Vice President**

Direct: (772) 212-2769

Office: (772) 675-2102

Fax: (772) 675-2107

Cell: (561) 719-5560

Email: rhigginbotham@ferreiraconstruction.com

- **Dan M. Lewis, Senior Estimator**

Direct: (772) 212-0324

Office: (772) 675-2102

Fax: (772) 675-2107

Cell: (772) 284-3903

Email: dlewis@ferreiraconstruction.com

MEMORANDUM

DATE: July 31, 2024

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB [RH](#)
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20240061
CONTRACT TITLE: Installation & Maintenance of Traffic Signals & Street Lights

CONTRACTOR NAME: Ferreira Construction Co., Inc.
ADDRESS: 13000 SE Flora Avenue
Hobe Sound, FL 33455

CONTRACTOR NAME: Traffic Control Devices, Inc. Ferreira Construction Co., Inc.
ADDRESS: 242 N. Westmonte Drive
Altamonte Springs, FL 32714

COUNCIL APPROVED: July 22, 2024

7f)- APPROVE CONTRACT #20240061 FOR THE INSTALLATION & MAINTENANCE OF
TRAFFIC SIGNALS & STREET LIGHTS, PUBLIC WORKS, PROCUREMENT
MANAGEMENT

CONTRACT AMOUNT – Per Unit Price as needed
CONTRACT TERM: 8/13/2024 THROUGH 8/12/2027 WITH THE OPTION TO RENEW
FOR ONE 2-YEAR PERIOD.

**CITY OF PORT ST. LUCIE
CONTRACT #20240061**

This CONTRACT executed this 1st day of August 2024, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and FERREIRA CONSTRUCTION CO., INC., 13000 SE Flora Avenue, Hobe Sound, FL 33455, PH: 772-286-5123, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor for the Installation & Maintenance of Traffic Signals & Street Lights, based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email, or fax and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: Dan Lewis
Ferreira Construction Co., Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455
Phone: 772-286-5123
Email: dlewis@ferreiraconstruction.com

City Contract Administrator: Michelle Fentress, Procurement Contracting Officer II

Installation & Maintenance of Traffic Signals & Street Lights

Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Phone: 772-871-5223
E-mail: mfentress@cityofpsl.com

City Project Manager: Paul Johnson, Traffic Administrator
Public Works Department
821 SW Dwyer Avenue
Port St. Lucie, FL 34983
Phone: 772-871-5182
Email: pjohnson@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20240061, and all agenda, are made part of this Contract for Installation & Maintenance of Traffic Signals & Street Lights for the City of Port Saint Lucie on an as needed basis.

Locations: Throughout the City of Port Saint Lucie, Florida.

Scope of Work: Contractor shall provide all materials, equipment and services necessary to provide City-wide signalization services including emergency on-call response, new construction, rehabilitations, selected maintenance of traffic signals, traffic monitoring sites and streetlight facilities on all City and State roads within the City of Port St. Lucie.

Contractor shall furnish and install new equipment related to traffic signals, streetlights, pedestrian lighting and associated traffic control facilities (devices) such as but not limited to school zone flashers, flashing beacons, traffic monitoring devices, interconnect (fiber optics) and associated improvements.

Contractor shall assist with the emergency repair and maintenance of existing traffic control facilities and street lighting.

Work covered under the contract is intended to include repair and maintenance necessary because of normal wear and tear and minor incidental damage.

In the event of sudden, and unexpected damage, such as a catastrophic loss due to knockdowns, floods, hurricanes, severe and prolonged lightening discharge, fires, riots, civil disturbances, wars, etc., necessitating extensive and major repairs beyond and in excess of those normally expected, the Contractor shall only be required to repair or replace the equipment.

It shall be the responsibility of the Contractor to call to the attention of the City those instances where extensive repairs are necessary and where it is economically advantageous to the City to replace equipment rather than repair it.

The specific work which the Contractor has agreed to perform shall be governed by the following standards:

Installation & Maintenance of Traffic Signals & Street Lights

- Florida Department of Transportation (FDOT) Division II and III "Standard Specifications for Road and Bridge Construction", latest edition
- "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) latest edition
- Florida Department of Transportation "Design Standards", latest edition
- Florida Department of Transportation "Plans Preparation Manual", latest edition
- "Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highway", latest edition
- All applicable City of Port St. Lucie Specifications

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm Monday thru Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be August 13, 2024 and will terminate three (3) years thereafter on August 12, 2027. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension, with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V
RENEWAL OPTION

The initial term of the contract is for three (3) years from the execution date of the contract. PSL shall have one (1), twenty-four (24) month option(s) to renew, which options shall be exercisable at the sole discretion of PSL. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract, shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of both parties.

Economic price adjustments upward or downward may be considered at the time of renewal; adjustments must be agreed upon by both parties.

SECTION VI COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A".

Line #	Descriptions	Units	Unit Price
1	Ground Electrodes (F&I)	LF	\$ 7.35
2	1" Above Ground Conduit (F&I)	LF	\$ 16.00
3	2" Above Ground Conduit (F&I)	LF	\$ 32.80
4	2" Underground Conduit (F&I)	LF	\$ 10.90
5	4" Underground Conduit (F&I)	LF	\$ 13.75
6	2" Underpavement Conduit (F&I)	LF	\$ 29.85
7	4" Underpavement Conduit (F&I)	LF	\$ 49.65
8	2" Rigid Jacked Conduit (F&I)	LF	\$ 39.35
9	4" Rigid Jacked Conduit (F&I)	LF	\$ 100.90
10	Signal Cable (12 Conductor - F&I)	LF	\$ 5.80
11	Signal Cable (16 Conductor - F&I)	LF	\$ 9.20
12	Signal Cable (19 Conductor - F&I)	LF	\$ 9.80
13	Signal Cable (20 Conductor - F&I)	LF	\$ 10.30
14	Intall of landscape uplightng-lights install only	EA	\$ 300.00
15	Install of landscape uplighting-cable install only	LF	\$ 1.05
16	Install of light pole mounted electrical outlet install only	EA	\$ 195.00
17	Street light/outlet wire F&I #1	LF	\$ 5.45
18	Street light/outlet wire F&I #2	LF	\$ 5.05
19	Street light/outlet wire F&I #4	LF	\$ 3.60
20	Street light/outlet wire F&I #6	LF	\$ 2.90
21	Street light/outlet wire F&I #8	LF	\$ 2.30
22	Street light/outlet wire F&I #10	LF	\$ 1.95
23	Signal Cable (Span Length Range 50'-149') IMSA Spec 19-1, 16 Conductor Veh, 12 Conductor Peds, 20 Conductor Veh. 12 Conductor Peds	PI	\$ 6,500.00
24	Signal Cable (Span Length Range 200'-299') IMSA Spec 19-1, 16 Conductor Veh, 12 Conductor Peds, 20 Conductor Veh. 12 Conductor Peds	PI	\$ 9,995.00
25	Signal Cable (Span Length Range 350'-399') IMSA Spec 19-1, 16 Conductor Veh, 12 Conductor Peds, 20 Conductor Veh. 12 Conductor Peds	PI	\$ 15,000.00
26	Signal Cable (Span Length Range 400'-499') IMSA Spec 19-1, 16 Conductor Veh, 12 Conductor Peds, 20 Conductor Veh. 12 Conductor Peds F&I	PI	\$ 18,500.00
27	Signal Cable (Span Length Range 500'-599') IMSA Spec 19-1, 16 Conductor Veh, 12 Conductor Peds, 20 Conductor Veh. 12 Conductor Peds F&I	PI	\$ 19,300.00

Installation & Maintenance of Traffic Signals & Street Lights

28	Signal Cable (Span Length Range 600' or greater) IMSA Spec 19-1, 16 Conductor Veh, 12 Conductor Peds, 20 Conductor Veh. 12 Conductor Peds F&I	PI	\$ 22,900.00
Line #	Descriptions	Units	Unit Price
*ALL INTERSECTION SPAN LENGTH SHALL CARRY NECESSARY CABLE OR CABLES FOR VEHICLE SIGNALS AND PEDESTRIAN SIGNALS - PRICE REFLECTS TOTAL COST PER INTERSECTION-THIS PAGE UP			
29	Interconnect Cable Aerial 6 Pr-22 Gauge includes integral Messenger Cable (PE-38) F&I	LF	\$ 6.60
30	Interconnect Cable Underground 6 Pr-22 Gauge (PE-39) F&I	LF	\$ 5.75
ALL F.O. ITEM #'s 24 thru 33 MUST CONFORM TO F.O. SPECIFICATIONS. (MATERIALS INSTALL METHODS ETC.)			
31	FO Cable 96F, SM, LT, UG, (F&I) (Corning Fiber, #096EU4-T4101D20843761, 96 Fiber Altos Gel-free, Non-Armored, SMFe, 12f/Tube)	LF	\$ 4.95
32	Row Delineator Marker Post Orange 6' (F&I)	EA	\$ 150.00
33	FO Cable 12F, SM, Drop Cable (F&I) (Corning/Siecor - 012EU4-T4701D20 - 12 Fiber ALTOS Gel-Free Cable Non Armored SMFe 1.4/0.4/0.3 dB/km 12f/tube Print in ft	LF	\$ 4.10
34	Fiber Optic Connection (Splice) F&I	EA	\$ 56.80
35	Fiber Optic Connection (Termination) F&I	EA	\$ 107.00
36	FO Term, Cab. 12F Wall (F&I) - Interconnect Center	EA	\$ 2,075.00
37	FO Jumper, Duplex ST-ST, SM, 10' (F&I)	EA	\$ 37.25
38	TYCO/RAYCHEM FOSC 400FO Splice Closure 96F, Aerial/UG (F&I)	EA	\$ 6,300.00
39	Span Wire Assembly Diagonal (Span Length Range 50'-550') F&I	LF	\$ 130.00
40	Span Wire Assembly Box (Span Length Range 50'-550') F&I	LF	\$ 130.00
41	Span Wire Assembly - Drop Box (Span Length Range 50'-550') F&I	LF	\$ 130.00
42	Traceable pull tape, 1800 lbs tensile strength Fibertek - WPT1800 Flath Cloth F&I	LF	\$ 1.30
43	Fiberglass Insulator F&I	LF	\$ 46.60
44	Messenger Wire F&I	LF	\$ 8.50
45	Pull & Junction Box - Quanzite - PG1730BB18 - 17x30x18"d - Cover -PG1730CA00 Synertech--S1730B18FA- 17"x30"x18"d Cover-Synertech-S1730HBBOA F&I	EA	\$ 1,450.00
46	Pull & Junction Box - Quanzite - PG3048BB - 30"x8"x36"d - Cover- PG3048HC00 Oldcastle- 3048-36-30"x48"x36"d Cover-Oldcastle-Uni-half 3048 F&I	EA	\$ 3,125.00
47	Electric Power Svc - Overhead F&I	AS	\$ 2,450.00
48	Electric Power Svc - Underground F&I	AS	\$ 2,450.00
49	Electrical Svc Disconnect F&I	AS	\$ 2,450.00

Installation & Maintenance of Traffic Signals & Street Lights

50	Emergency Signal Generator (Honda EU3000IS) - (Furnish Only)	AMBY	\$ 3,350.00
51	Service Pole 12' Type P-11 F&I	EA	\$ 1,530.00
52	1 Section Alum Signal Head (12") F&I	AS	\$ 1,210.00
Line #	Descriptions	Units	Unit Price
53	1 Section Lightweight Signal Head (12") F&I	AS	\$ 1,210.00
54	1 Section Alum Signal Head (12"/2 Way) F&I	AS	\$ 1,790.00
55	1 Section Lightweight Signal Head (12"/2 way) F&I	AS	\$ 1,790.00
56	1 Section Alum Signal Head (12"/3 Way) F&I	AS	\$ 1,830.00
57	1 Section Lightweight Signal Head (12"/3 way) F&I	AS	\$ 1,830.00
58	1 Section Alum. Signal Head (12"/4 Way) F&I	AS	\$ 2,170.00
59	1 Section Lightweight Signal Head (12"/4 way) F&I	AS	\$ 2,170.00
60	3 Section Alum. Signal Head (12"/1Way) F&I	AS	\$ 1,925.00
61	3 Section Alum. Signal Head (12"/2 Way) F&I	AS	\$ 2,030.00
62	3 Section Signal Head (12"/2 way) F&I	AS	\$ 2,030.00
63	3 Section Alum. Signal Head (12"/3 way) F&I	AS	\$ 2,280.00
64	3 Section Lightweight Signal Head (12"/3 way) F&I	AS	\$ 2,280.00
65	3 Section Alum. Signal Head (12"/4 Way) F&I	AS	\$ 3,650.00
66	3 Section Lightweight Signal Head (12"/4 Way) F&I	AS	\$ 3,650.00
67	4 Section Alum. Signal Head (12"/1Way) F&I	AS	\$ 2,400.00
68	4 Section Lightweight Signal Head (12"/1 Way) F&I	AS	\$ 2,400.00
69	5 Section Alum. Signal Head (12") F&I	AS	\$ 3,000.00
70	5 Section Lightweight Signal Head (12"/1 Way) F&I	AS	\$ 3,000.00
71	3 Section Alum. Signal Head (12"/1Way) Install Only	AS	\$ 750.00
72	3 Section Alum. Signal Head (12"/1Way) Remove Only	AS	\$ 110.00
73	3 Section Alum. Signal Head (12"/2 Way) Install Only	AS	\$ 775.00
74	3 Section Alum. Signal Head (12"/2 Way) Remove Only	AS	\$ 130.00
75	3 Section Alum. Signal Head (12"/3 Way) Install Only	AS	\$ 785.00
76	3 Section Alum. Signal Head (12"/3 Way) Remove Only	AS	\$ 130.00
77	3 Section Alum. Signal Head (12"/4 Way) Install Only	AS	\$ 795.00
78	3 Section Alum. Signal Head (12"/4 Way) Remove Only	AS	\$ 130.00
79	4 Section Alum. Signal Head (12"/1 Way) Install Only	AS	\$ 950.00
80	5 Section Alum. Signal Cluster Head (12") Install Only	AS	\$ 1,050.00
81	5 Section Alum. Signal Cluster Head (12") Remove Only	AS	\$ 195.00
82	16" Pedestrian Signals (F&I) (LED) (Countdown) (1Way) F&I	EA	\$ 1,035.00
83	16" Pedestrian 1 Sec., 2-Way Countdown F&I	EA	\$ 1,825.00
84	16" Pedestrian Signal Head (1 Way) Install Only	AS	\$ 325.00
85	16" Pedestrian Signal Head (2 Way) Install Only	AS	\$ 395.00
86	LED's A Red F&I	EA	\$ 115.00

Installation & Maintenance of Traffic Signals & Street Lights

87	LED's B Yellow F&I	EA	\$ 115.00
88	LED's C Green F&I	EA	\$ 115.00
89	LED's D Red Arrow F&I	EA	\$ 115.00
Line #	Descriptions	Units	Unit Price
90	LED's E Yellow Arrow F&I	EA	\$ 115.00
91	LED's F Green Arrow F&I	EA	\$ 115.00
92	Signal Head Auxiliaries (Back Plates 3 - Section) F&I	EA	\$ 240.00
93	Signal Head Auxiliaries (Tunnel Visors) F&I	EA	\$ 98.00
94	Aluminum Pedestal All Included Complete W/Base F&I	EA	\$ 2,500.00
95	Aluminum Transformer Base (14x13x20" high) F&I	EA	\$ 1,105.00
96	Aluminum Transformer Base (13x13x17" high) F&I	EA	\$ 1,105.00
97	Aluminum Transformer Base (14x14x16" high) F&I	EA	\$ 1,105.00
98	Signal Head Auxiliaries (Back Plates 5 Section) F&I	EA	\$ 500.00
99	Iteris Vantage Next NEMA shelf mount 2 cam config. F&I	EA	\$ 12,765.00
100	Iteris Vantage Next NEMA shelf mount 4 cam config. F&I	EA	\$ 20,140.00
101	Iteris Vantage Vector hybrid sensor F&I including cables	EA	\$ 11,450.00
102	TS-2 IM Module F&I	EA	\$ 1,615.00
103	Install- Iteris optical vehicle detection system per approach	EA	\$ 2,250.00
104	Iteris optical detection cable inc. network cable F&I	LF	\$ 2.55
105	Install- Econolite optical vehicle detection system per approach	EA	\$ 2,250.00
106	Econolite optical detection cable inc. network cable F&I	LF	\$ 4.15
107	Install- Rhythm optical vehicle detection system per approach	EA	\$ 2,800.00
108	Rhythm optical optical detection cable incl. network cable F&I	LF	\$ 8.95
109	Iteris Vehicle Detector Amby. Including Vehicle, Bicycle and Pedestrian Data Collector and HD Cameras (Install only)	EA	\$ 2,250.00
110	Pedestrian Detector w/sign F&I	EA	\$ 250.00
111	Pedestrian Detector w/post and sign- F&I, 4-1/2" Diameter Aluminum Post w/Aluminum transformer base F&I	AS	\$ 1,020.00
112	Flashing Beacon Controller- F&I, 4 1/2" Diameter Aluminum Post w/ Aluminum transformer base F&I	AS	\$ 6,750.00
113	Flashing Beacon Controller Assembly (Solar 12V) w/sign F&I	AMBY	\$ 7,650.00
114	Controller Cabinet Assembly- including controller, Price shall include a minimum of two (2) Police Officers for traffic Control F&I	AS	\$ 39,840.00
115	Controller Cabinet Assembly w/ Concrete Pad- Including controller, Price shall include a minimum of two {2} Police Officers for traffic Control, F&I	AS	\$ 43,630.00

Installation & Maintenance of Traffic Signals & Street Lights

116	Traffic Controller - Econlite Cobalt F&I	EA	\$ 7,980.00
117	Traffic Controller - Trafficware/Cubic TS2 F&I	EA	\$ 7,980.00
Line #	Descriptions	Units	Unit Price
118	TS-2 Naztec 16 Channel MMU F&I	AMBY	\$ 2,775.00
119	Type 12 Econolite Monitor Furnish w/Harness- F&I	AS	\$ 2,775.00
120	16 Channel Econolite MMU- F&I	AS	\$ 2,775.00
121	RTC- CPR2102 M2M Controlled Time Clock- F&I	AS	\$ 975.00
122	RTC - AP22 M2M Time Clock F&I	EA	\$ 975.00
123	RTC - G3 M2M Modem F&I	EA	\$ 1,465.00
124	Uninterruptible power source complete (Novus FXM 1100) (Novus Fortex FX 200 Cabinet) with Network Card NOVUS 2000 F&I	EA	\$ 13,270.00
125	Uninterruptible power source 9Zinc Blue) complete assembly including cabinet and concrete pad F&I	EA	\$ 30,975.00
* ITEMS # 170 & 171 MUST MEET FIBER OPTIC (SPECIFIC MODELS)*			
126	FO Siemens RuggedCom Switch RS900G--RS900G-HI-D-25C10-XX F&I	EA	\$ 2,730.00
127	Cable Composite Video-Data-Power (F&I)- PER CCTV Site MPEG IV	EA	\$ 810.00
128	Cable,Copper Patch Cable (F&I)- Per CCTV Link	EA	\$ 12.00
129	Install CCTV assembly (AXIS) including cables	EA	\$ 1,890.00
130	Remove CCTV assembly	EA	\$ 690.00
131	CCTV Mount, Mastobrac (F&I)	EA	\$ 450.00
132	Coax Hybrid RG6 Patch Cable (F&I)- Per CCTV Link	EA	\$ 210.00
133	Commnet Field ethernet switch CNGE11FX3TX8M[POE][HO] F&I	EA	\$ 4,435.00
134	Video -Data Surge Arrestor Panel (F&I)	EA	\$ 535.00
135	Remove Traffic Signal Head Assembly	EA	\$ 125.00
136	Remove Traffic Signal Head (3-Section) Assembly	EA	\$ 125.00
137	Remove Traffic Signal Head (5-Section) Assembly	EA	\$ 150.00
138	Remove Pedestrian Signal Assembly	EA	\$ 125.00
139	Remove Poles Concrete Strain	EA	\$ 10,090.00
140	Remove Mast Arm Assembly	EA	\$ 7,800.00
141	Remove Mast Arm Foundations	EA	\$ 10,090.00
142	Remove Controller Assembly	EA	\$ 1,445.00
143	Remove Controller Assembly w/Foundation	EA	\$ 2,165.00
144	Remove Vehicle Detector Assembly	EA	\$ 350.00
145	Remove Pedestrian Detector Assembly	EA	\$ 98.00
146	Remove Span Wire Assembly	EA	\$ 2,285.00
147	Remove Cabling & Conduits	LF	\$ 8.70
148	Remove Overhead Street Sign	EA	\$ 95.00
149	Remove Existing Interconnect Cable	LF	\$ 1.25

Installation & Maintenance of Traffic Signals & Street Lights

150	Sign, Internally Illuminated, Street Name (install only)	EA	\$ 930.00
151	Span Mounted Sign,(install only)	EA	\$ 125.00
Line #	Descriptions	Units	Unit Price
152	Remove Span Mounted Sign	EA	\$ 60.00
153	Light Pole Foundation (F&I) 30"x9'	EA	\$ 2,355.00
154	Light Pole Foundation (Straighten)	EA	\$ 350.00
155	480 V 400W HPS Ballast Only, F&I	EA	\$ 365.00
156	400W HPS Lamp Only, F&I	EA	\$ 180.00
157	Light Pole Complete (BLACK)(30' Aluminum, Single 10' Arm)(GFCI Recpt.)(LED) - Village Parkway F&I	EA	\$ 8,225.00
158	Light Pole Complete (40' Aluminum, Single 6' Arm)(Banner Arms)(LED) - Rosser Blvd. / Gatlin Blvd.	EA	\$ 8,050.00
159	Light Pole Complete (40' Aluminum, Single 15' Arm)(LED) - PSL Blvd. / Prima Vista	EA	\$ 7,150.00
160	Light Pole Complete (40' Aluminum, Double 6' Arms)(LED) - Gatlin Blvd, Median	EA	\$ 9,255.00
161	Light Pole Complete (50' Aluminum, Top Mint.)(LED) - US 1	EA	\$ 8,540.00
162	Light Pole Complete Special Design (Decorative)(Banner Arms)(LED) Airoso/Selvitz/Prima Vista / Bayshore / Gatlin	EA	\$ 18,025.00
163	Light Pole Complete Special Design (Double Arm)(Decorative)(Banner Arms)(LED) Lennard Road	EA	\$ 29,165.00
164	Light Pole Complete Special Design (Decorative)(LED) Bayshore/Prima Vista	EA	\$ 13,445.00
165	Light Pole Complete Special Design (Decorative)(LED) Becker Road	EA	\$ 12,250.00
166	Light Pole Complete Special Design (Decorative)(LED) City Center	EA	\$ 8,635.00
167	Light Pole Complete Special Design (Decorative)(LED) Crosstown Small Pole	EA	\$ 17,990.00
168	Light Pole Complete Special Design (Decorative)(LED) PSL Blvd.	EA	\$ 6,415.00
169	Light Pole complete Special Design (Decorative)(LED) Floresta Drive	EA	\$ 8,640.00
170	Hurricane Emergency Rate- 3 Man Crew with bucket/pickup and trailer	HR	\$ 625.00
171	Foreman Regular Hourly Rate	MH	\$ 160.00
172	Laborer Regular Hourly Rate	MH	\$ 90.00
173	Signal Cable (7 Conductor-F&I)	LF	\$ 4.70
174	Terminal Block F&I	EA	\$ 1,455.00
175	Proofing Existing Conduit	LF	\$ 6.50
176	Internally Illuminated Sign, F&I Up to 12 SF	EA	\$ 3,605.00
177	Internally Illuminated Sign, F&I 12-18 SF	EA	\$ 3,815.00

Installation & Maintenance of Traffic Signals & Street Lights

178	Pedestrian Detector-Accessible, F&I Pole or Controller Cabinet Mounted Detector Station & Sign	EA	\$ 2,485.00
Line #	Descriptions	Units	Unit Price
179	Solar powered rectangular rapid flashing beacon (RRFB) assembly back to back including base and grounding per cut sheet from City of PSL F&I	EA	\$ 9,065.00
180	632-7 (9-Conductor F&I)	LF	\$ 4.55
181	Install Only 110 V Electrical Outlets on City Maintained Facilities/Utilities	EA	\$ 275.00
182	Fiber Optic Cross Connect As-Built Diagrams Furnish Only	EA	\$ 1,890.00
183	Technician Hour	HR	\$ 145.00
184	Maintenance of Traffic (Partial Lane Closure)(Per Day)	DY	\$ 600.00
185	Maintenance of Traffic (Lane Closure)(Per Day)	DY	\$ 1,745.00
186	Police Officer (Off-Duty)(Per Officer, Per Man Hour)(1/2 Day Minimum required, per officer)	MH	\$ 96.00
187	OSP ROW Design & Permitting	MILE	\$ 4,050.00
188	OSP GPS Survey (On-Site GPS Locations)	MILE	\$ 1,830.00
189	OSP GPS Technician (On-Site Fiber Optic Data Collection)	MILE	\$ 1,830.00
190	Jet Line (F&I)	LF	\$ 0.55
191	Tracer Wire (Detectable)(14 AWG THHN/THWN-Green)(F&I)(Wire Only)(No ground rods or side leg term)	LF	\$ 1.05
192	Side Leg Terminator (F&I)(ACT)(For FO Drop Cable Installations)	EA	\$ 930.00
193	FO Cable (144F)(SM)(F&I)(Corning)	LF	\$ 5.00
194	FO Cable (12F)(MM)(F&I)(Corning)	LF	\$ 6.75
195	FO Cable (12F)(MM)(Riser Rated)(F&I)(Corning)	LF	\$ 9.30
196	FO Cable (12F)(SM)(Plenum Rated)(F&I)(Corning)	LF	\$ 5.95
197	FO Cable (12F)(SM)(Plenum Rated - TB)(F&I)(Corning)	LF	\$ 4.50
198	FO Cable (24F)(SM)(F&I)(Corning)	LF	\$ 4.20
199	FO Cable (24F)(MM)(Riser Rated)(F&I)(Corning)	LF	\$ 14.70
200	FO Cable (24F)(SM)(Plenum Rated)(F&I)(Corning)	LF	\$ 6.60
201	FO Closure (For RE-entry)(Splices Paid Separately)(Corning or Commscope F&I)	EA	\$ 390.00
202	Splice Tray (F&I)(Corning or Commscope)	EA	\$ 54.00
203	FO Termination Cabinet (96F)(F&I)(Cabinet, Couplers, Connectors, Splices)(Corning / Commscope)	EA	\$ 10,665.00
204	FO Termination Cabinet (144F)(F&I)(Cabinet, Couplers, Connectors, Splices)(Corning / Commscope)	EA	\$ 14,970.00
205	Buffer Fan Out Kit (12F)(F&I)(Corning)	EA	\$ 90.00
206	ODTR Test (1 Wave - 1 Direction)	EA	\$ 18.00
207	FO Jumper (Duplex)(SC-ST)(SM)(10')(F&I)(Corning)	EA	\$ 33.00

Installation & Maintenance of Traffic Signals & Street Lights

208	FO Jumper (Duplex)(LC-ST)(SM)(10')(F&I)(Corning)	EA	\$ 36.00
Line #	Descriptions	Units	Unit Price
209	FO Splice Closure (12F)(F&I)(Closure, Trays, Splices)(Corning / Commscope)	EA	\$ 1,830.00
210	FO Splice Closure (24F)(F&I)(Closure, Trays, Splices)(Corning / Commscope)	EA	\$ 2,370.00
211	FO Splice Closure (48F)(F&I)(Closure, Trays, Splices)(Corning / Commscope)	EA	\$ 3,595.00
212	FO Splice Closure (72F)(F&I)(Closure, Trays, Splices)(Corning / Commscope)	EA	\$ 4,950.00
213	FO Splice Closure (96F)(F&I)(Closure, Trays, Splices)(Corning / Commscope)	EA	\$ 5,995.00
214	FO Splice Closure (144F)(F&I)(Closure, Trays, Splices)(Corning / Commscope)	EA	\$ 8,130.00
215	Remove Existing UPS (Includes Police Officers)(Does not include Concrete Foundation)	EA	\$ 2,165.00
216	CCTV Camera (Bosch Autodome HD 7000)(PTZ)(F&I)(W/12F Closure & Trays)	EA	\$ 8,395.00
217	Engineering & Florida P.E. Services	HR	\$ 395.00
218	BICSI RCDD	HR	\$ 300.00
219	CADD Operator	HR	\$ 135.00
220	4 Section Aux. (Back Plate 4-Section)(Vertical)(F&I)	EA	\$ 350.00
221	4 Section Aux. (Back Plate 4-Section)(Upside Down T)(F&I)	EA	\$ 350.00
222	<12 SF Static Sign w/ Mast-O Brac (F&I)	EA	\$ 555.00
223	Cubic Field Technical Support MMU 4-Section	DY	\$ 3,000.00

Line #	Descriptions	Units	Unit Price
1	Auger Trucks--42" with Operator	HR	\$ 250.00
2	Bucket Trucks height up to 36'	HR	\$ 185.00
3	Bucket Trucks height above 35'	HR	\$ 185.00
4	Trenching Machine 30" x 4"	HR	\$ 80.00
5	18 Ton Hydraulic Crane w/Operator	HR	\$ 215.00
6	Backhoe with Operator	HR	\$ 145.00

7	Concrete Poles: F&I Class V 34'-44'	EA	\$ 13,315.00
8	Concrete Poles: F&I Class VI 40'-50'	EA	\$ 13,735.00
9	Concrete Poles: F&I Class VII 44'-58'	EA	\$ 14,160.00

Installation & Maintenance of Traffic Signals & Street Lights

10	Misc. Materials Not Listed (Contractor to provide documentation for all materials showing cost plus % markup)	EA	20 % Markup
----	---	----	-------------

Line #	ADDITIONAL PRODUCTS & SERVICES	Units	Price
1	CO03 - On Call Monthly Retainage (1 week per month)(price does not include MOT or Off-Duty Law Enforcement to provide if necessary) **	WEEKLY	\$ 1,500.00

Payments will be disbursed in the following manner.

The Contract Sum – Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – N/A.

Acceptance and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, the entire balance will be due the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment of the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials, and sub-subcontractors are to be attached to the final invoice. In lieu of Final Release, the Contractor may submit a Consent of Surety along with the Final Invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XVIII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

Installation & Maintenance of Traffic Signals & Street Lights

All invoices are to be sent to the Project Manager.

The Contractor shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful

conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes](#).

SECTION XI INSURANCE

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation

Installation & Maintenance of Traffic Signals & Street Lights

Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of Contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability and Professional Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy, Business Auto policy and Installation Floater Policy. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be included as additional insured and shall include Contract #20240061 – Installation and Maintenance of Traffic Signals & Street Lights."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned,

non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

5. Professional Liability Insurance: Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. Installation Floater Insurance: Contractor shall purchase and maintain Installation Floater insurance in an amount equal to 100% of the completed value of the project (contractor's labor, equipment, materials, or fixtures to be installed, in-transit, or stored off-site during the performance of the contract) including any amendments thereto (without coinsurance). The Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the work site. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for fire, lightening, windstorm/and hail, theft, flood and earth movement as well as coverage for losses that may occur during equipment testing. The policy shall include coverage for pollutant cleanup, debris removal, demolition, water damage, backup of sewer and drains, installation/testing of traffic signals and signs. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City of Port St. Lucie, has an insurable interest in the property required to be covered. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City of Port St. Lucie. The Installation Floater shall provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site. Contractor is responsible for the payment of all deductibles under the Installation Floater policy. The Installation Floater coverage shall include a waiver of subrogation rights endorsement in favor of the City.

The "ALL RISK" Installation Floater Insurance must also cover soft costs, including additional advertising/promotional, additional license and permit fees, additional legal/accounting fees, insurance premiums including installation floater, and architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

Installation & Maintenance of Traffic Signals & Street Lights

This policy must include insurance for the City of Port St. Lucie, Contractor, Subcontractors, Architect/Engineer and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

The Contractor has the right to purchase coverage or self-insure any exposures not required by these specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

The Contractor is responsible for all deductibles including those for windstorms.

7. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a contract on a pre-loss basis.
8. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Contractor, any independent contractor, and/or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, Professional Liability, Installation Floater Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorize Surety, licensed by the State

Installation & Maintenance of Traffic Signals & Street Lights

of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

SECTION XII
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to: earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City, a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer, or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The

Installation & Maintenance of Traffic Signals & Street Lights

Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes,

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor

Installation & Maintenance of Traffic Signals & Street Lights

transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**SECTION XV
SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVI **CONTRACT ADMINISTRATION**

Amendments. The City and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year- All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Notice(s). Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Performance by Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry.

Installation & Maintenance of Traffic Signals & Street Lights

This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's Contract, and return it with the signed Contract and insurance documents.

Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVII
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

Implied Warranty of Merchantability – It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed, notwithstanding any representation to the contrary.

Warranty and Guarantee – All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but are not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the

Installation & Maintenance of Traffic Signals & Street Lights

Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts, and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty, or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies – If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use – The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor.

Contractual Relations – The Contractor is advised that nothing contained in the Contract or specifications shall create any contractual relations between the City and any subcontractors of the Contractor.

Labor and Equipment – The Contractor shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of section 255.20, Florida Statutes.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State, and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State, and Local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

Sanitary Conditions – the Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen – The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful, and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. The Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

Conflict of Interest – It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's Contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments – The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages – The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is,

Installation & Maintenance of Traffic Signals & Street Lights

"substantially complete" and/or "accepted." The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of, or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's sole expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 341984-5099 (772) 871-5175

SECTION XVIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required materials have been delivered and required work performed in accordance with the terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection, the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity, if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred/charged by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not

Installation & Maintenance of Traffic Signals & Street Lights

excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority – The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification – The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

Defective Work – All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any monies due to the Contractor or his Surety.

Repair or Replacement – Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions – In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIX
LICENSING

Contractor warrants that he possesses all licenses and certifications necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XX SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury, or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals/compounds/mixtures used in the execution of the Contract.

Personal Protective Equipment (PPE) – All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes and any other PPE as necessary for the work.

OSHA Compliance – Contractors must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

SECTION XXI ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

SECTION XXII TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a

- material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
 - III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
 - VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
 - VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the Contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the

Contractor shall provide to the City one thousand (\$1,000.00) dollars as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof.

SECTION XXIII
LAW, VENUE, AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract, arising out of this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXIV
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties, or other costs shall be assessed.

SECTION XXV
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXVI
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she 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 Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVII
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXVIII
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

SECTION XXIX
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXX
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXXI
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those

kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXII **FORCE MAJEURE**

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXIII **CONSTRUCTION**

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXIV
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action must be filed in accordance with the Venue provision otherwise provided herein.

SECTION XXXV
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXVI
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVII
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXVIII
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

(Balance of page left intentionally blank)

Installation & Maintenance of Traffic Signals & Street Lights

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Caroline Stugis
Purchasing Agent

FERREIRA CONSTRUCTION CO., INC.

By: Robert H. Higginbotham
Authorized Representative
Robert Higginbotham, Vice President



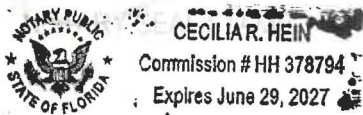
NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me by [☒] physical presence or [☐] online notarization, this 9th day of July, 2024, by Robert Higginbotham, Vice President who is [☒] personally known to me, or who has [☐] produced the following identification:



Cecilia R. Hein
Signature of Notary Public



Cecilia Hein - HH378794
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

TOWN OF JUPITER
Annual Presentation on Traffic Data, Mitigation Strategies, and Projects



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works, Michael Barbera, Chief of Police
SUBJECT	Annual Presentation on Traffic Data, Mitigation Strategies, and Projects

EXECUTIVE SUMMARY

In accordance with the Town's 2024 to 2025 Strategic Plan, Town staff will be providing a presentation on traffic data/trends, mitigation strategies through Town efforts, mitigation strategies through other governmental entities, and traffic crash/enforcement data in the Town.

The presentation is to provide the Town Council with an update on the following Strategic Initiative and Action Item:

- Vehicle and Pedestrian Traffic Management & Mitigation: Enhance and update the Town's traffic mitigation plans for roadways not meeting the Town's level of service standards; and employ strategies to reduce the number of accidents and bike/ped/vehicle conflicts.
 - Annually, in January, present to Town Council a report on mitigation strategies and status of roadway projects across various agencies

ANALYSIS

Town staff will provide discussion on statistics for roadways within the Town and the status of traffic related projects.

STRATEGIC PRIORITY

- Mobility
- Manage Growth

ATTACHMENTS

1. Annual Traffic Presentation
2. 2025 Annual Traffic Presentation Appendices

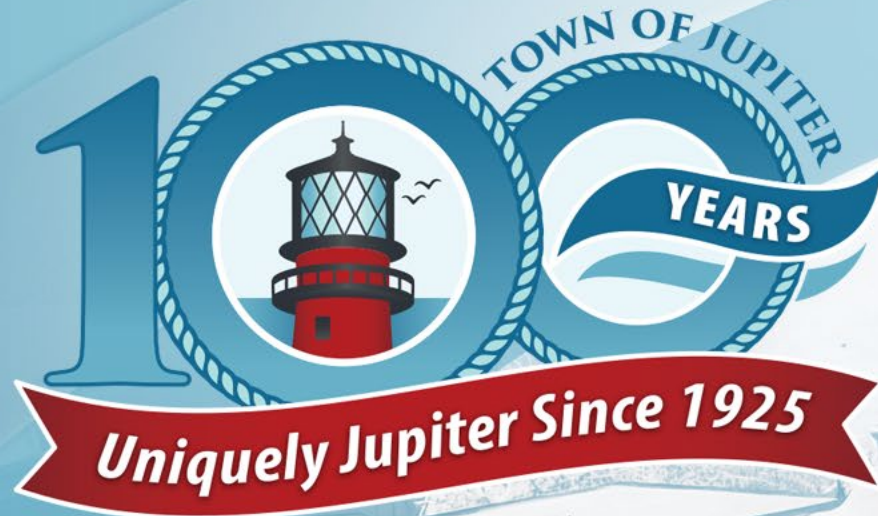
FUNDING SOURCE

Approved in Budget	\$	Sources:
--------------------	----	----------

Additional Funding Requested	\$	Sources:
------------------------------	----	----------

*Funding is not necessary for this request.

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.



Annual Update on Traffic Data, Mitigation Strategies and Projects

January 21, 2025

CENTENNIAL
CELEBRATION
1925 - 2025

Strategic Initiative: Mobility

- Vehicle and Pedestrian Traffic Management & Mitigation: Enhance and update the Town's traffic mitigation plans for roadways not meeting the Town's level of service standards; and employ strategies to reduce the number of accidents and bike/ped/vehicle conflicts.

This Presentation will cover:

- Traffic Data and Trends
- Town Mitigation Strategies
- Partner Agencies Mitigation Strategies
- Traffic Crash and Enforcement Data



Traffic Data/Trends

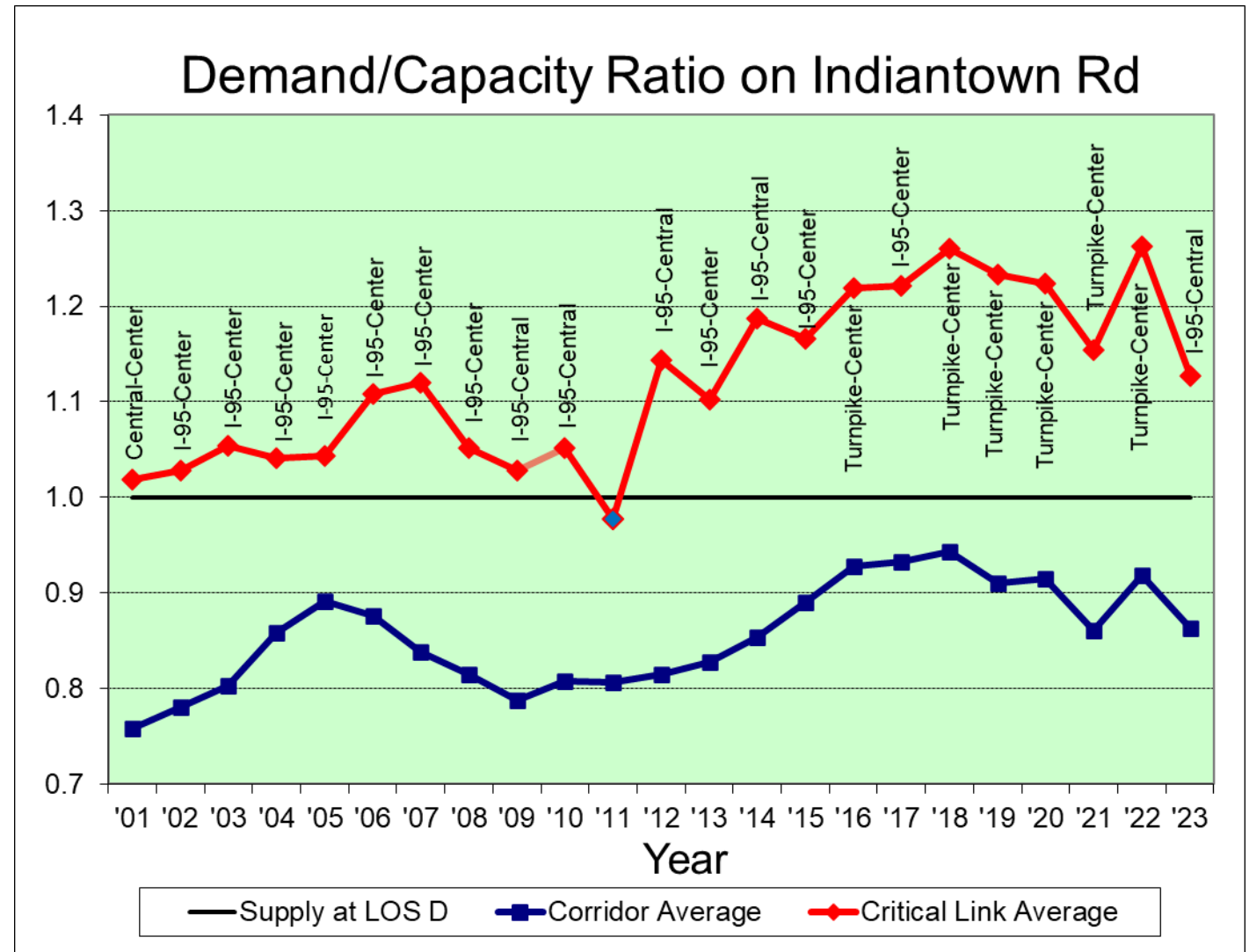


1/21/2025

Annual Update on Traffic Data, Mitigation Strategies and Projects

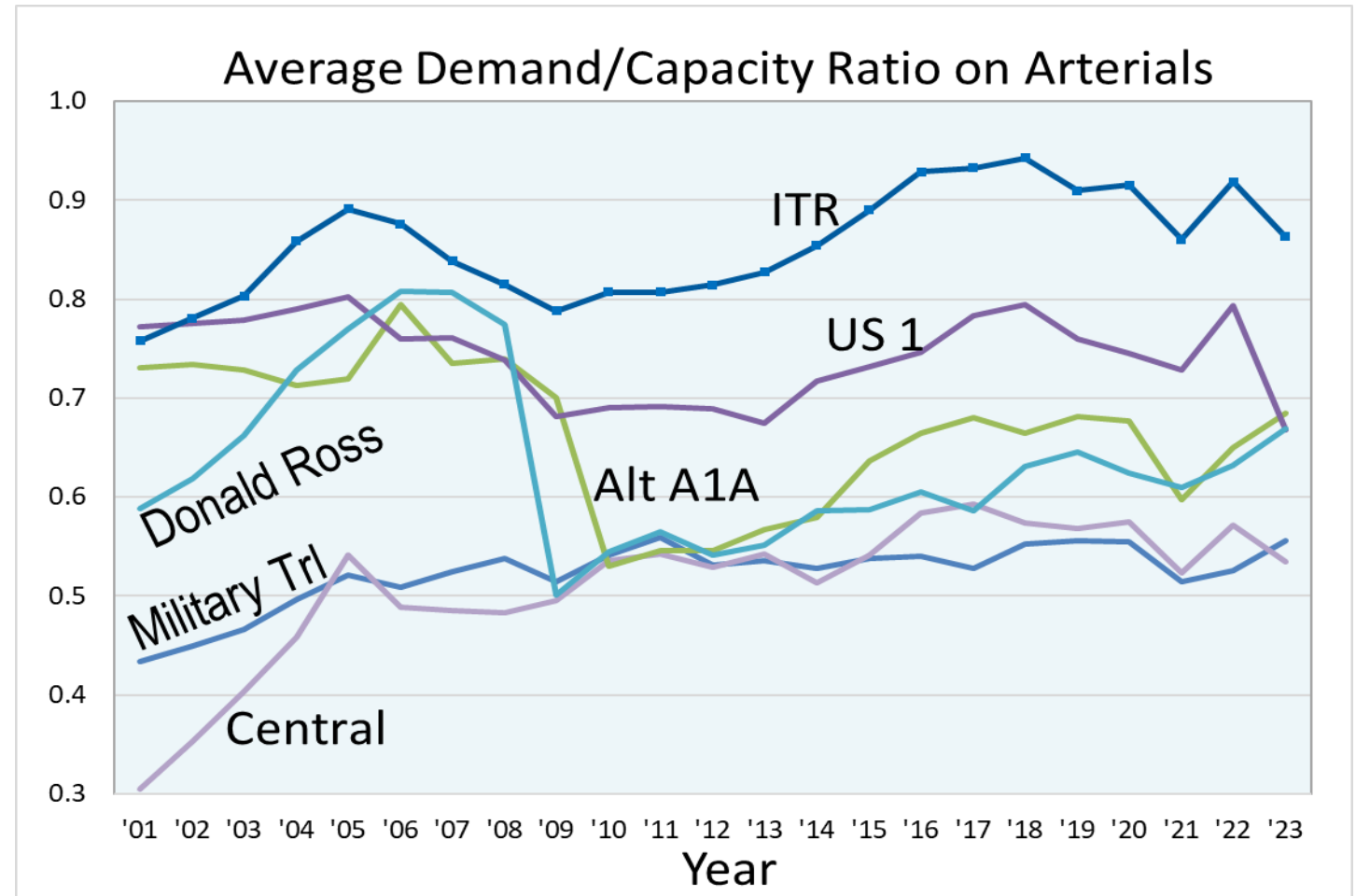
Traffic Level of Service on Arterials

- In 2022, traffic demand on critical sections of Indiantown Road reached a record high, but in 2023-24 decreased to a level similar to 2021, ranging from a level of service (LOS) of E to F.



Traffic Level of Service on Arterials

- Traffic on arterials other than Indiantown Road has exhibited steady growth trends, maintaining LOS D or better.



Note: Donald Ross Rd and Alt. A1A were expanded to full 6-lane corridors in 2009 and 2010, respectively.

Townwide LOS-Failing Roadways in 2023-2024

- Currently, the following roadway sections have a failing LOS*
 - Center Street from Loxahatchee River Road to Alternate A1A
 - Central Boulevard from Church Street to Indiantown Road
 - Indiantown Road from:
 - Florida Turnpike to I-95
 - I-95 to Island Way
 - Island Way to Central Boulevard

*See Attachment 2, Appendix A for full data tables.

Post Implementation Safety Evaluation

- Center Street two-way left-turn lane improvement between Indiantown Road and Loxahatchee River Road has led to a **53% reduction** in overall crash rate*
- Central Boulevard and University Boulevard roundabout has resulted in the following **reductions** after three years*:
 - Crashes per year: Down 59%
 - Crash rate: Down 63% (measured per million vehicles)
 - Annual crash cost: Down 87%
 - Cost per crash: Down 63%

*See Attachment 2, Appendix B for full data tables.

Mitigation Strategies Implemented by the Town



Town Projects

- A1A - Jupiter Beach Road Roundabout
 - Completed Fall 2024.
- Traffic Signal at Toney Penna Drive and Central Boulevard
 - Staff proposed interlocal agreement on signal only to Palm Beach County.
- Intersection Improvements at Jupiter Park Drive and Central Boulevard
 - Award: June 2025
 - Complete Construction: Q1 2026



Town Projects

- Intersection Improvements at Toney Penna Drive and Bush Road
 - Awaiting FPL to perform power pole removal and underground power relocation.
- Pedestrian Crossing Improvements (2 completed, 9 pending)
 - Construction to begin January 2025 and be completed by the end of March 2025
- Southern Island Way Extension
 - 100% Design Completion: October 2025



Traffic Management and Safety Improvements CIP

- On-going CIP that encompasses various small projects throughout Town to improve safety, reduce vehicular speed, etc.
- Reviewed six locations for possible project implementation which would require funding*
 - Five locations reviewed requested traffic study/calming
 - One location warranted traffic calming based on Engineering Division requirements
 - One location installed signage and pavement markings

*See Attachment 2, Appendix C for full data tables.

Mitigation Strategies Implemented by Partner Agencies



Current and Proposed Traffic Mitigation Strategies for Indiantown Road

- Indiantown Road from I-95 to Central Boulevard:
 - Partially funded by the Town and FDOT
 - Project currently under construction
 - Estimated Completion 2025
- Southern Extension of Island Way:
 - Partially funded by the Town
- Central Boulevard Northbound Through Lane:
 - Palm Beach County Project
 - Construction after 2028



Current and Proposed Traffic Mitigation Strategies for Indiantown Road

- Indiantown Road from Central Boulevard to Chasewood Plaza:
 - Partially funded by the Town and FDOT
 - Construction expected to begin in late 2026 or early 2027
- The intersection at Indiantown Road and Central Boulevard:
 - FDOT funding
 - Study programmed for 2026
- Indiantown Road from Central Boulevard to Maplewood Drive:
 - Encourage FDOT to fund the study for needed improvements.

*See Attachment 2, Appendix D for full data tables.

Palm Beach County Projects Within Jupiter

- Center Street from Loxahatchee River Road to Alternate A1A:
 - An updated status has been requested from the County
 - Construction currently funded in 2027
- Central Boulevard Northbound Through Lane at Indiantown Road
- Church Street from Limestone Creek to Central Boulevard:
 - Project at 96% design
 - Tentative advertisement in May/June 2025

*See Attachment 2, Appendix E for full data tables.



Traffic Crash/Enforcement Data



1/21/2025

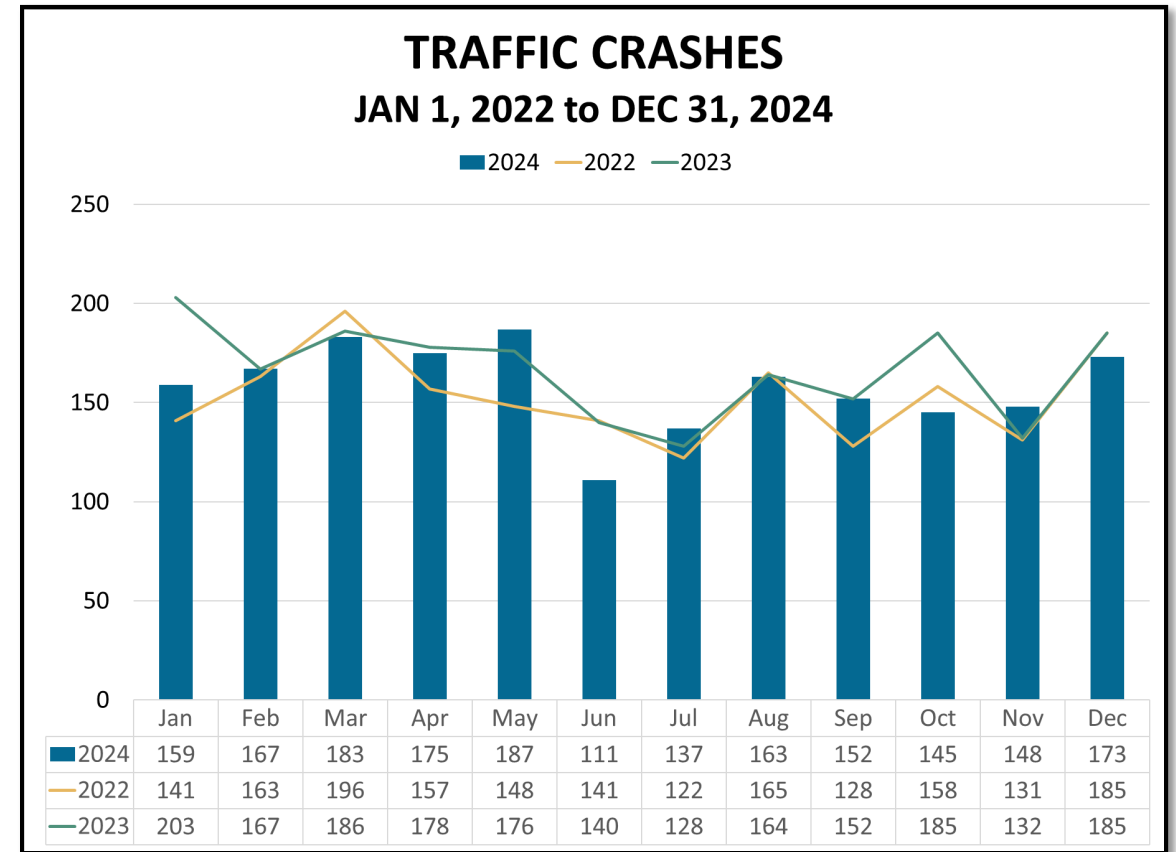
Annual Update on Traffic Data, Mitigation Strategies and Projects

16
Page 386 of 431

ANNUAL TRAFFIC CRASHES

JAN 1, 2022 – DEC 31, 2024

- Total traffic crashes declined 5% (-96 crashes) from 2023 to 2024.
- Yearly traffic crash totals:
 - 2022: 1,834
 - 2023: 1,996
 - 2024: 1,900

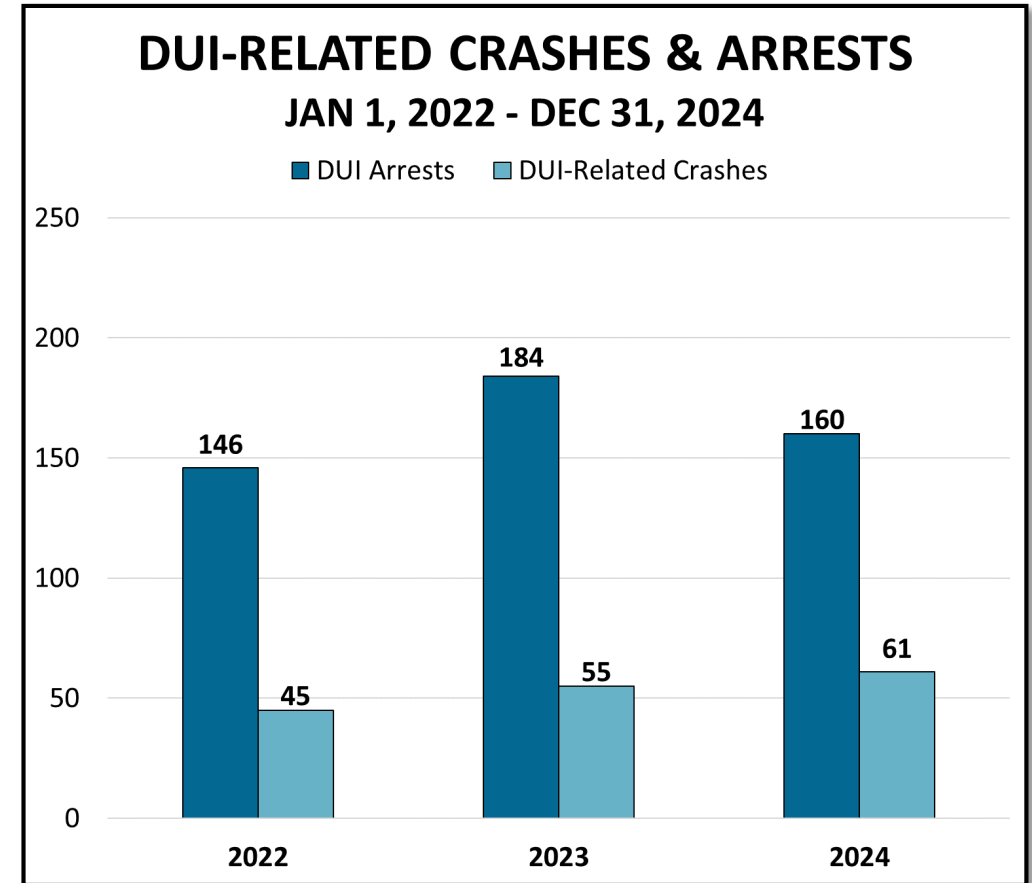


NOTE: The above totals include all crashes. All crashes include vehicle-vehicle, bicyclist, pedestrian, fixed object, etc. In addition, also included are crashes that occurred on a roadway, private road, parking lot, etc. The injury totals above reflect the number of injuries, not the number of crashes resulting in injury. For example, one crash may result in two non-incapacitating injuries; therefore, both non-incapacitating injuries would be reflected in the totals. Crash Data source: JPD Crash Report Data via CentralSquare RMS (January 8, 2025).

DUI-RELATED CRASHES

JAN 1, 2022 – DEC 31, 2024

- 2023 to 2024: DUI arrests decreased 13%
- DUI-related crashes increased 11% from 2023 to 2024

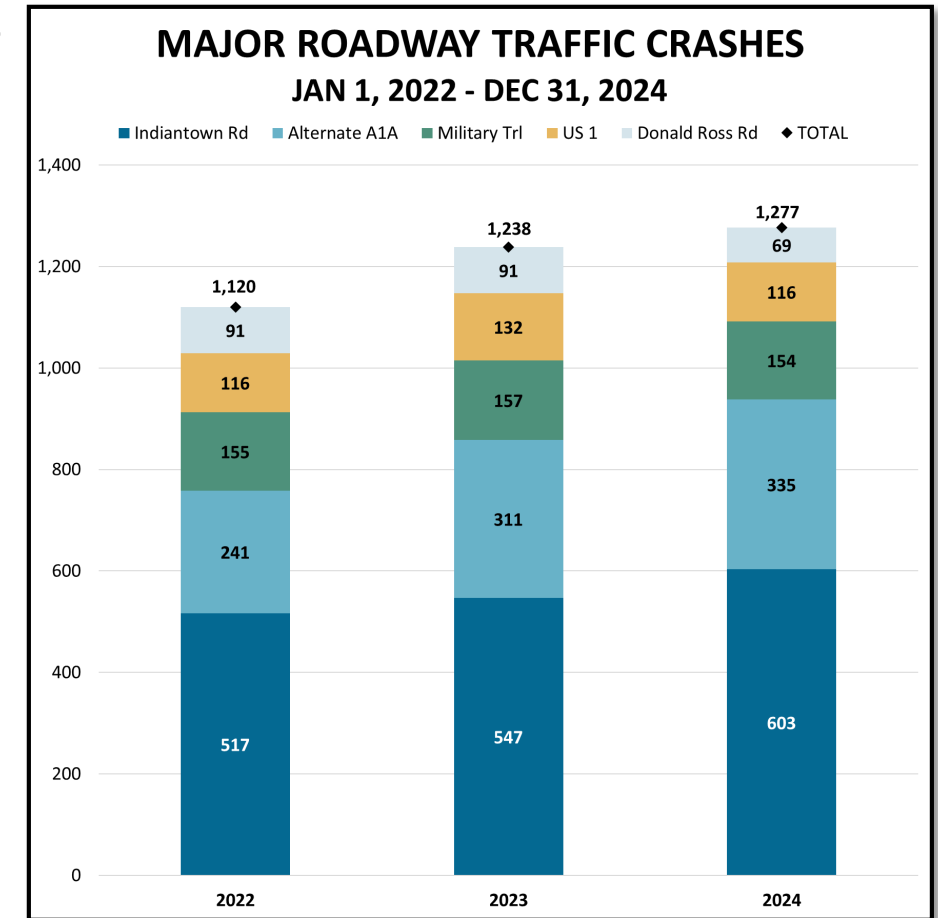


NOTE: The above totals include crashes where a DUI-related citation was issued. One crash may have resulted in more than one DUI-related citation being issued. For instance, in a 2019 DUI-related crash, a total of six (6) DUI-related citations were issued. **Crash Data source:** JPD Crash Report Data via CentralSquare RMS (January 8, 2025).

MAJOR ROADWAYS & INTERSECTION CRASHES

JAN. 1, 2022 – DEC. 31, 2024

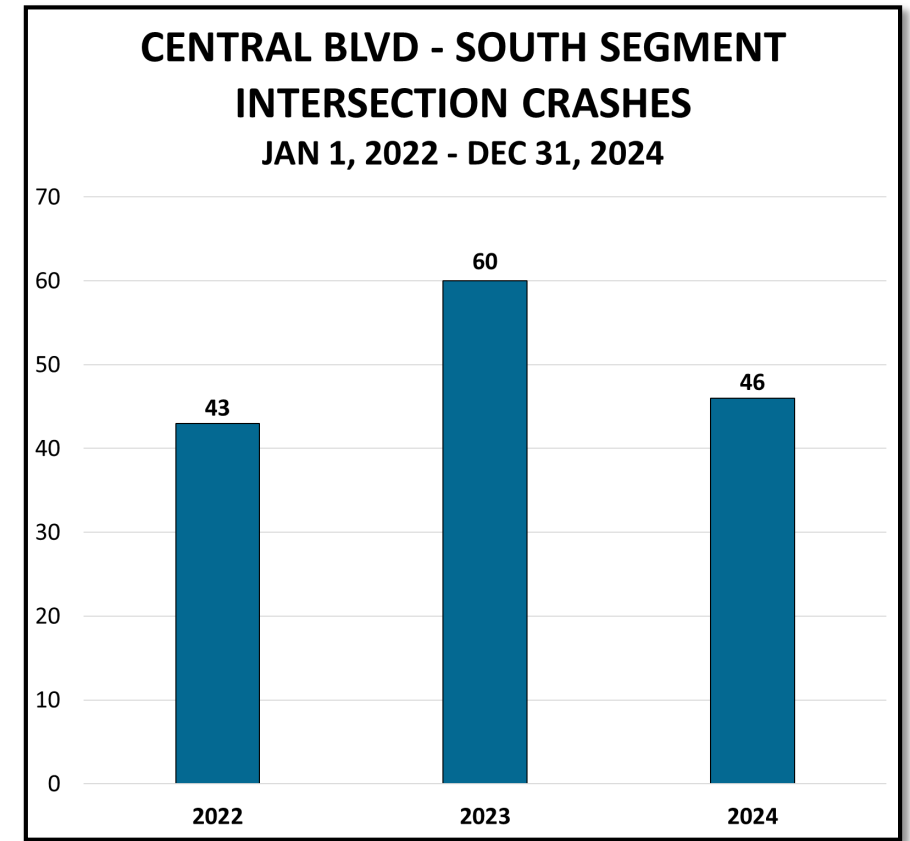
- Indiantown Rd: 47.2% of crashes along major roadways in 2024
- 2024 top 3 crash intersections:
 - Indiantown Rd/Alt A1A: 120 crashes
 - Indiantown Rd/Island Way: 56 crashes
 - Indiantown Rd/Central Blvd: 51 crashes
- State & County efforts to improve Indiantown Rd intersections include: backplates on lights; protected left turns; and crosswalk improvements.



Note: Major Roadways - The above totals include crashes that occurred within 100ft of the major roadway. **Signalized Intersections** - The above totals include non-parking lot crashes that occurred within 100ft of the designated intersection. Some crashes may be counted in multiple totals if near the intersection of multiple roadways. **Crash Data source:** JPD Crash Report Data via CentralSquare RMS (January 8, 2025).

CENTRAL BLVD – SOUTH SEGMENT INTERSECTION CRASHES JAN. 1, 2022 – DEC. 31, 2024

- 2023 to 2024: Decrease in Central Blvd south segment crashes (-23%)
- Improvements to area include:
 - LED-wrapped stop signs
 - Intersection warning signs
 - Roadway pavement markings
- Priority area for JPD Traffic Unit, with focus on education and enforcement

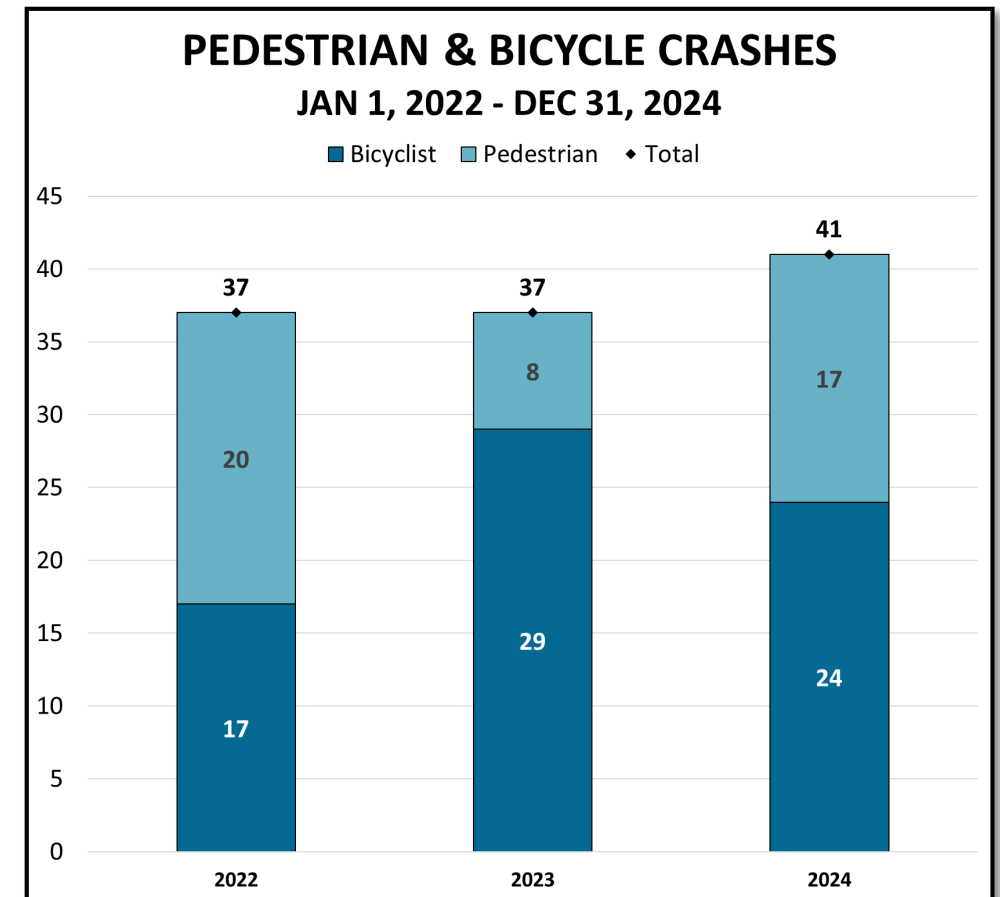


Note: The above totals include crashes that occurred within 100ft of the designated intersection. Crash Data source: JPD Crash Report Data via CentralSquare RMS (January 8, 2025).

BICYCLE & PEDESTRIAN CRASHES

JAN. 1, 2022 – DEC. 31, 2024

- *Non-incapacitating and possible injuries* routinely account for the majority of injuries:
 - 2024: 67.8% of injuries
- April 2024: Started E-Bike safety campaign
 - 2024 E-Bike crashes: 7



Crash Data source: JPD Crash Report Data via CentralSquare RMS (January 8, 2025). Data includes crashes that occurred in parking lots and non-parking lot locations. Totals subject to change due to on-going data verification efforts.

Comments and Questions



Appendix A

EXISTING CONDITIONS (2023-'24)											
			Owner	Existin g Lanes	LOS C/D ¹⁾	LOS D	2023-'24		2023-'24		
Roadway					Average		Two-Way	PSWADT	LOS	Two-way	LOS
	From	To			Daily		Peak Hour	Count		Peak Hour	
A1A											
	US 1	Jupiter Beach Rd	TOJ	2L	12,400	4)	1,180	7,676	C	723	C
	Jupiter Beach Rd	Indiantown Road	PBC	2L	15,200		1,480	8,010	C	729	C
	Indiantown Road	Marcinski Road	PBC	2L	15,200		1,480	5,976	C	543	C
	Marcinski Road	Donald Ross Road	PBC	2L	15,200		1,480	5,444	5)	490	C
Alternate A1A											
	US 1	Center Street	FDOT	6LD	50,300		4,880	42,708	5)	3,844	D
	Center Street	Indiantown Road	FDOT	6LD	50,300		4,880	34,375	5)	3,094	C
	Indiantown Road	Toney Penna Drive	FDOT	6LD	50,300		4,880	40,625	5)	3,656	C
	Toney Penna Drive	Donald Ross Road	FDOT	6LD	50,300		4,880	33,854	5)	3,047	C
Bush Rd											
	Indiantown Road	Toney Penna Drive	TOJ	2L	8,500	3)	1,010	3,074	A	246	A
Center Street											
	Indiantown Road	Loxahatchee River Rd	PBC	3L	15,500	2)	1,480	14,477	D	1,252	D
	Loxahatchee River Rd	Alternate A1A	PBC	2L	20,700	2)	1,990	15,648	E	1,405	D
Central Boulevard											
	Roebuck Road	Church Street	PBC	3L	15,200		1,480	10,559	D	1,009	C
	Church Street	Indiantown Road	PBC	2L	15,200		1,480	15,717	E	1,478	D
	Indiantown Road	Toney Penna Drive	PBC	4LD	33,200		3,220	26,247	D	2,378	C
	Toney Penna Drive	Maplewood Drive	PBC	4LD	33,200		3,220	19,757	C	1,970	C
	Indian Creek Parkway	Frederick Small Road	PBC	4LD	33,200		3,220	15,817	C	1,730	C
	Frederick Small Road	Donald Ross Road	PBC	4LD	33,200		3,220	21,741	C	2,210	C
Church Street											
	Limestone Creek Rd	Central Boulevard	PBC	2L	15,200		1,480	4,060	C	496	C
Dakota Dr											
	Greenway Dr	Central Boulevard	TOJ	2L	13,100	3)	1,530	2,191	A	207	A
	Central Boulevard	Military Trail	TOJ	2L	9,700	3)	1,120	2,826	A	448	B
Donald Ross Road											
	I-95/Turnpike	Heights Blvd	PBC	6LD	50,300		4,880	44,462	D	4,055	D
	Heights Blvd	Central Boulevard	PBC	6LD	50,300		4,880	39,583	5)	3,563	C
	Central Boulevard	Alternate A1A	PBC	6LD	50,300		4,880	34,871	C	3,021	C
	Alternate A1A	Prosperity Farms Rd	PBC	6LD	50,300		4,880	32,716	C	2,821	C
	Prosperity Farms Rd	Ellison-Wilson Rd	PBC	4LD	33,200		3,220	30,729	5)	2,766	D
Florida Turnpike											
	Martin County Line	Indiantown Road	FDOT	4L	73,600		6,770	58,333	5)	5,250	C
	Indiantown Road	Donald Ross Road	FDOT	4L	73,600		6,770	60,214	5)	4,817	C
Frederick Small Road											
	Parkside Drive	Central Boulevard	TOJ	2L	11,700	3)	1,370	6,680	B	658	B
	Central Boulevard	Military Trail	PBC	4LD	33,200		3,220	9,525	C	971	C
	Military Trail	Alternate A1A	PBC	2L	15,200		1,480	11,237	D	998	C
	Alternate A1A	Palmwood Drive	PBC	2L	15,200		1,480	3,841	A	339	A
Greenway Dr											
	Jeaga Dr	Indian Creek Parkway	TOJ	2L	11,000	3)	1,130	7,480	B	732	B
Heights Boulevard											
	Leslie Street	Frederick Small Road	TOJ	2L	11,700	3)	1,370	5,191	A	529	B
	Frederick Small Road	Donald Ross Road	TOJ	2L	11,600	3)	1,380	7,702	B	771	B
I-95											
	Martin County Line	Indiantown Road	FDOT	6L	110,300		10,150	107,813	5)	11,320	C
	Indiantown Road	Donald Ross Road	FDOT	10L	184,000		16,930	134,184	5)	11,406	C
Indian Creek Parkway											
	Maplewood Drive	Central Boulevard	PBC	4LD	33,200		3,220	18,017	C	1,761	C
	Central Boulevard	Military Trail	PBC	4LD	33,200		3,220	12,730	C	1,253	C

Indiantown Road											
Jupiter Farm Rd	Florida Turnpike	PBC	6LD	50,300		4,880	36,458	5)	C	3,281	C
Florida Turnpike	I-95	FDOT	6LD	50,300		4,880	53,089	5)	E	4,778	D
I-95	Island Way	FDOT	6LD	50,300		4,880	63,542	5)	F	5,719	F
Island Way	Central Boulevard	FDOT	6LD	50,300		4,880	58,309		F	4,940	E
Central Boulevard	Center Street	FDOT	6LD	50,300		4,880	49,479	5)	D	4,453	D
Center Street	Military Trail	FDOT	6LD	50,300		4,880	40,625	5)	D	3,656	C
Military Trail	Alternate A1A	FDOT	6LD	50,300		4,880	35,938	5)	C	3,234	C
Alternate A1A	US 1	FDOT	6LD	50,300		4,880	34,896	5)	C	3,141	C
US 1	Ocean Boulevard	TOJ	4LD	33,200		3,220	14,896	5)	C	1,341	C
Island Way											
Church Street	Indiantown Road	PBC	4LD	33,200		3,220	18,468		C	1,879	C
Indiantown Road	Jupiter Park Dr	TOJ	2L	9,900	3)	1,160	2,160		A	256	A
Jupiter Park Drive											
West of Central Blvd		TOJ	2L	9,300	3)	1,080	9,852		D	933	D
Limestone Creek Road											
Church Street	Island Way	TOJ	2L	8,400	3)	990	4,532		B	527	B
Longshore Drive											
Northfork Drive	Central Boulevard	TOJ	2L	10,000	3)	1,180	5,829		B	541	B
Loxahatchee Drive											
Center Street	Indiantown Road	TOJ	2L	7,400	3)	840	3,456		B	306	A
Indiantown Road	Toney Penna Drive	TOJ	2L	7,100	3)	810	3,429		B	345	B
Loxahatchee River Road											
County Line Rd	Roebuck Road	PBC	2L	15,200		1,480	3,125	5)	C	281	C
Roebuck Road	Center Street	PBC	2L	15,200		1,480	9,390		C	893	C
Maplewood Drive											
Indiantown Road	Toney Penna Drive	TOJ	4LD	22,500	3)	2,660	12,657		B	1,049	B
Toney Penna Drive	Indian Creek Parkway	TOJ	2L	13,500	3)	1,610	8,541		B	837	B

Marcinski Road											
Intracoastal	US 1	PBC	4LD	33,200		3,220	10,209		C	881	C
US 1	Ocean Boulevard	PBC	3L	15,200		1,480	4,367		C	465	C
Military Trail											
Indiantown Road	Indian Creek Parkway	PBC	6LD	50,300		4,880	23,854	5)	C	2,147	C
Indian Creek Parkway	Frederick Small Road	PBC	6LD	50,300		4,880	30,208	5)	C	2,719	C
Frederick Small Road	Donald Ross Road	PBC	6LD	50,300		4,880	38,021	5)	C	3,422	C
Old Dixie Highway											
Toney Penna Drive	Jupiter Lakes Blvd	TOJ	2L	9,200	3)	1,040	5,104		B	438	B
Parkside Dr											
Donald Ross Road	University Dr	TOJ	4LD	21,500	3)	2,440	10,482		B	917	A
Pennock Lane											
Center Street	Indiantown Road	TOJ	2L	7,100	3)	800	5,620		C	490	B
Indiantown Road	Toney Penna Drive	TOJ	2L	10,000	3)	1,190	4,176		A	412	A
Riverside Drive											
Alternate A1A	Seabrook Rd	TOJ	2L	9,600	3)	990	8,830		C	752	C
Seabrook Rd	Tequesta Dr	TOJ	2L	9,100	3)	960	5,794		B	508	B
Roebuck Road											
Central Boulevard	Loxahatchee River Rd	PBC	2L	15,200		1,480	6,563	5)	C	591	C
Toney Penna Drive											
Central Boulevard	Maplewood Drive	TOJ	2L	11,000	3)	1,310	9,294		C	904	C
Maplewood Drive	Military Trail	TOJ	2L	11,100	3)	1,350	11,210		D	999	C
Military Trail	Alternate A1A	TOJ	2L	9,600	3)	1,120	9,594		C	838	C
University Drive											
Parkside Drive	Central Boulevard	TOJ	2L	7,800	3)	890	3,268		A	275	A
Central Boulevard	Military Trail	TOJ	2L	7,500	3)	830	3,931		B	383	B
US 1											
Alternate A1A	Indiantown Road	FDOT	4LD	33,200		3,220	20,938	5)	C	1,884	C
Indiantown Road	Marcinski Road	FDOT	4LD	33,200		3,220	23,438	5)	C	2,109	C
Marcinski Road	Donald Ross Road	FDOT	4LD	33,200		3,220	29,167	5)	D	2,625	D

Notes: (1) LOS D for State/County Roads and LOS C for Town Roads

(2) CRALLS designation per Palm Beach County Board of County Commissioners

(3) LOS C service volume for Town road sections

(4) Multimodal LOS C (Auto = D, Bike = C and Walk = B) for Town road A1A section from US-1 to Jupiter Beach Rd

(5) Converted from AADT published by FDOT in 2023 to PSWADT in peak season by multiplying AADT with MOCF (Model Output Conversion Factor; = ratio of PSCF to SF). The two-way peak hour volume is calculated by multiplied PSWADT with K factor

Appendix B

The two-way left-turn lane on Center Street Improvement between Indiantown Road and Loxahatchee River Road has reduced the overall crash rate by 53%.

	Before (2015 to 2018)	After (2020 to 11/5/2024)
Crash frequency	24	14
Crash per year	6	2.89
AADT	15539	15965
Annual mvmt ¹	2.01	2.06
Crash per mvmt	2.99	1.40
Percent reduction	-	53.1%

¹ mvmt = million vehicle miles traveled

After three years, the Central Boulevard and University Boulevard roundabout has resulted in a more than 60% reduction in crash rate and crash cost.

	Before	After	Effectiveness	
Crash Severity Type	08/22/2012 08/21/2021	08/22/2021 08/21/2024		
Fatality, K	0	0		
Incapacitated Injury, A	0.6	0		
Non-Incapacitated Injury, B	3.1	0.667		
Possible Injury, C	2.3	0.333		
Property Damage Only, O	7.1	4.333		
Total crashes / year	13.1	5.33	59%	reduction
Daily entering traffic	21,191	23,259		
Crash rate (per million veh.)	1.69	0.63	63%	reduction
Annual crash cost per FDOT, x10 ³	\$1,272.6	\$170.2	87%	reduction
Crash cost per crash, x10 ³	\$97.1	\$31.9	67%	reduction

Appendix C

Locations reviewed for implementation in 2024

Location	Description	Status
Indian Creek Parkway in Sea Plum	Requested traffic calming	Traffic calming install by PW
Greenway Drive from Community Drive to Dakota Drive	Requested traffic calming	Traffic calming not warranted
Palm Avenue at East Indiantown Road	Requested do not block intersection	Completed pavement markings
Mullin Street	Requested traffic calming	Traffic calming not warranted
Quarry Knoll Way	Requested traffic calming	Traffic calming not warranted
West Whitney Drive	Requested traffic calming	Traffic calming not warranted

Appendix D

Mitigation Strategy		Funding Source	Construction Schedule	Right-of-Way Status
1	Indiantown Rd: Add one WB lane from Jupiter West Plaza to I-95 SB on-ramp	Town/FDOT	FDOT construction began in late 2023 Completion expected in Fall 2025	Project under construction
	Indiantown Rd: Add one EB lane from I-95 NB off-ramp to Central Blvd	FDOT		
	Indiantown Rd: Extend EB left turn lanes at Island Way	Town/FDOT		
2	Southern Extension of Island Way from Indiantown Road to Jupiter Park Drive	Partially Funded by Town	TBD	ROW required
3	Central Blvd: Add one NB through lane on Central Blvd from Indiantown Rd to just before the C-18 bridge	PBC	After 2028 per County Five Year Road Program	ROW acquisition funding currently shown in FY2025 on County Five Year Road Program
4	Indiantown Rd: Extend WB auxiliary lane from Central Blvd to Jupiter West Plaza and extend EB lane from Central Blvd to Chasewood Plaza	Preliminary Design Funded by Town Town/FDOT for Future Phases	TBD Estimated in late 2026 or early 2027	ROW required for full project scope FDOT planning project without need for ROW acquisition
5	Indiantown Rd/Central Blvd: Intersection PD&E study	FDOT	PD&E study programmed for FY 2026	

Appendix E

Project Description	Current Status	Construction Schedule
Center St: Add an additional lane from Loxahatchee River Road to Alternate A1A	Update requested from the County	Funded in FY2027
Central Blvd: Add one NB through lane on Central Blvd from Indiantown Rd to just before the C-18 bridge	ROW acquisition funding currently shown in FY2025	After 2028 per County Five Year Road Program
Church St: Provide sidewalks, bike lanes, drainage, and a lighted roundabout at the intersection of Church St and Limestone Creek Rd. Project limits are from Limestone Creek Rd to just west of Central Blvd.	Project is at 96% design	Tentative bid date of May/June 2025

TOWN OF JUPITER
2025-2027 Proposed Strategic Plan



DATE	January 21, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Nikki Carpenito, Senior Director
SUBJECT	2025-2027 Proposed Strategic Plan Roundtable

EXECUTIVE SUMMARY

Staff has prepared the attached presentation for review and discussion during the Strategic Plan Roundtable. Items to be discussed are:

- An overview of the Strategic Plan process, Town Vision, Mission, and Strategic Results
- A brief progress update on the 2024-2026 Strategic Initiatives
- Council discussion on proposed revisions, new/modified initiatives and action items, and the timeline for 2025-2027

The 2024-2026 Strategic Plan identified 23 Strategic Initiatives supported by 49 Action Items to be completed over three years. In 2024, staff successfully achieved 6 Strategic Initiatives and completed 19 Action Items.

The proposed 2025-2027 Strategic Plan consists of 23 Strategic Initiatives and 42 Action Items. Of these, 29 are carryovers from the previous plan, and 13 are new.

To enhance clarity and transparency, a new category system has been introduced to classify Action Items as completed, in-progress, recurring, or requiring Town Council advocacy or outside agency action. Newly proposed Action Items are marked with a green star for easy identification.

Additionally, several existing Action Items have been modified, with proposed changes highlighted in red in the timeline labeled as Attachment 2. Two timelines are provided for your reference:

- **Attachment 2:** Proposed 2025-2027 Strategic Initiatives and Timeline (Mark-Up) — highlights modifications, additions, and completions to guide Roundtable discussions.
- **Attachment 3:** Proposed 2025-2027 Strategic Initiatives and Timeline (Clean Version) — presents the proposed plan assuming all proposed changes are accepted. This version is for reference only; the mark-up version will be used to guide discussions during the Roundtable.

ANALYSIS

During the Roundtable, Staff is seeking direction from the Council on the following items:

1. Discussion and agreement on the proposed modifications and any additional modifications to the Town's Vision, Mission and Strategic Results;
2. Discussion and agreement on the proposed modifications, additions and completions for the proposed 2025-2027 Strategic Plan timeline.

Unless additional prioritization or discussion is necessary, Staff will bring back an updated version of the 2025-2027 Strategic Plan based on tonight's discussion for adoption at the February 4, 2025 Town Council Meeting.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Green, Blue & Open Spaces
- Manage Growth
- Mobility
- Organizational Excellence
- Safety
- Strong Local Economy
- Town Communication
- Unique, Small Town Feel

ATTACHMENTS

1. 2025-2027 Strategic Plan Proposal Presentation
2. 2025-2027 Strategic Initiatives and Timeline - Mark Up
3. 2025-2027 Strategic Initiatives and Timeline - Clean Version

FUNDING SOURCE

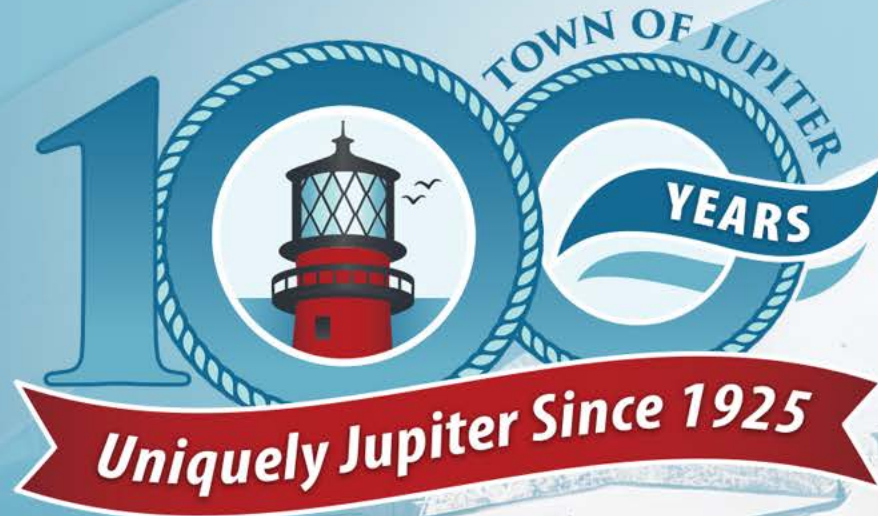
Approved in Budget \$
Additional Funding Requested \$

Sources:

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Nikki Carpenito at NikkiC@jupiter.fl.us or 561-741-2335.



2025-2027 Strategic Plan Proposal

January 21, 2025

CENTENNIAL
CELEBRATION
1925 - 2025

Objectives

- Review the Strategic Plan process, Town Vision, Mission, and Strategic Results for modifications.
- Review the status of the current Strategic Plan Initiatives.
- Review proposed revisions to the current action items and timeline for 2025-2027.

Strategic Planning Process

- Individual TC Meetings (Completed early January 2025)
 - Review the status of the current plan and Strategic Initiatives (SI) with each member individually
 - Discussion of SI's that will continue into next year's plan and review modifications to existing action items.
- Roundtable (January 21, 2025)
 - Review of the status of the current Strategic Plan (SP) (staff).
 - Town Council discusses proposed changes to incorporate.
- Prioritization and Second Workshop (If necessary)
 - Conduct a prioritization exercise for newly added initiatives (If necessary).
 - Town Council discusses prioritization results.

Strategic Planning Process (Cont.)

- Finalization (*Scheduled for February 4, 2025*)
 - Town Council adoption of proposed plan.
 - Publish adopted Strategic Plan at a Glance and Video to the Town's website.
- Integration with Budget Process
 - Strategic plan items will be incorporated into the Town's annual budget planning process.
- Ongoing (June/September/December)
 - Quarterly updates to Town Council on status of Strategic Initiatives according to implementation schedule.

The Strategic Plan Drives Activities and the Financial Plan



- The “roof” of the house – the vision and mission - spans over the entire structure at the highest level.
- The “floors” of the house are the components that comprise the structure of the building.
- The foundation is a solid financial plan that supports the rest of the house.

Vision, Mission & Strategic Results



Green, Blue, & Open Spaces

Continue beautification and natural areas; green spaces, parks, beaches and landscaping. Maintain Jupiter as a distinctive coastal community with open and natural environments.



Fiscal Responsibility

Prepare and manage budget; maintain fiduciary responsibility.



Unique, Small Town Feel

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.



Manage Growth

Plan for and manage growth, development and redevelopment to maintain Jupiter's small town feel and its integrity as a distinctive, vibrant coastal community.

Town Mission
We provide exceptional municipal services that add value to residents' lives and businesses while assuring a long term, sustainable community.



Town Vision

Jupiter is a distinctive coastal community committed to preserving its unique character and history and vibrant, small-town feel.



Strong Local Economy

Support local businesses, create a business-friendly environment.



Safety

Keep citizens and businesses safe.



Town Communication

Support and enhance open two-way communication between the Town and its residents and businesses.



Mobility

Improved mobility for all modes of transit.



Organizational Excellence

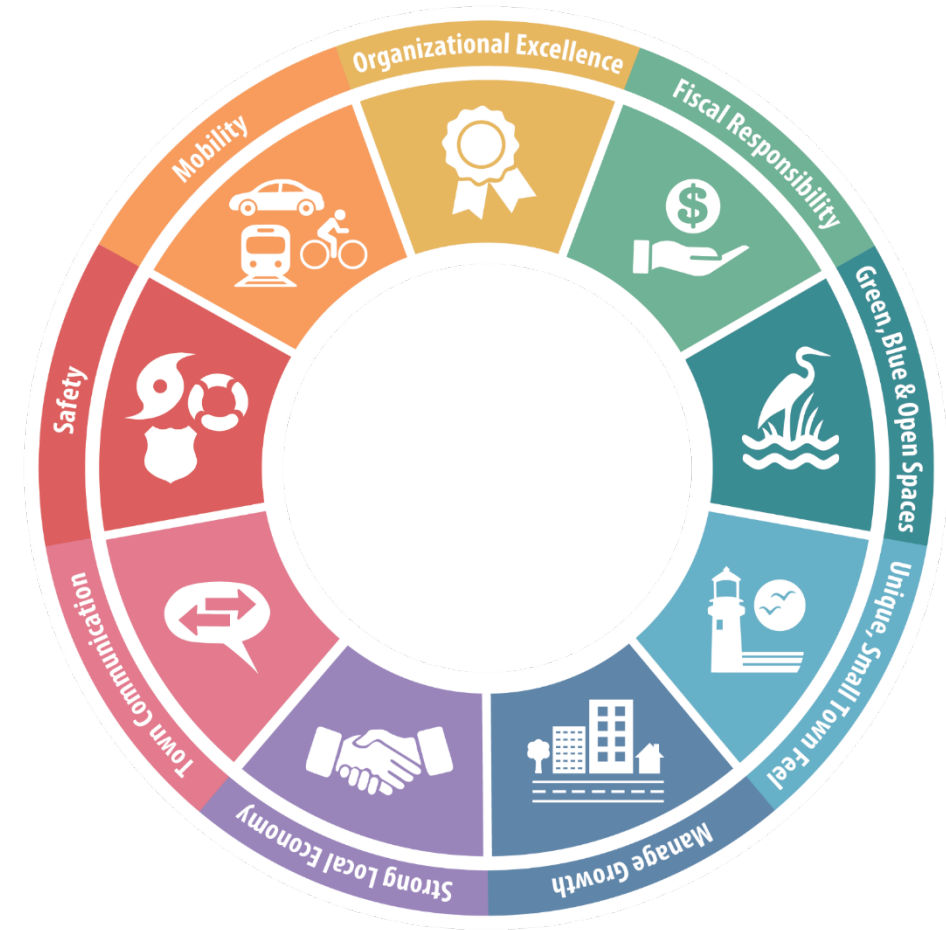
Organizational governance; internal support and services.



Strategic Results

Jupiter's Strategic Plan contains nine strategic results, which represent the outcomes Jupiter aims to achieve.

Each strategic result and its full definition is listed on the following pages.





Fiscal Responsibility

Prepare and manage budget; maintain fiduciary responsibility.

- Good stewards of tax dollars and good asset management.
- Town's financial sustainability and the costs associated with Jupiter's quality of life balanced to show value to residents and businesses.
- Projects and investments reviewed and cost-justified.
- Competitive staffing levels, pay and benefits for all categories of employment.
- Transparency promoted; budget and accounting practices published and available.
- Taxes, water rates and user fees kept reasonable and in-line with the Consumer Price Index (CPI).
- Audit Committee and Police Pension Board supported by Town Council and staff.



Organizational Excellence

Organizational governance; internal support and services.

- Sufficient investment in organization's infrastructure to maximize productivity, enhance performance and develop technical and leadership skills.
- Overall costs of Town government managed to enable a sustainable future.
- Employees valued and invested in the achievement of strategic and operational results through engagement, communication, a team environment, and a culture of continuous improvement.
- Town facilities and buildings maintained to allow for a safe, functional working environment.
- A professional, highly-motivated Town workforce that receives competitive compensation and benefits based on employee achievement.
- Town services delivered in a way that is valued by residents and businesses, cost-effective, efficient, and with a high degree of customer service.
- Skilled leadership and workforce that is sustainable for the long-term.
- A workforce and culture that is responsive and adaptive to new concepts and changing environments.



Strong Local Economy

Support local businesses, create a business-friendly environment.

- Economic growth promoted to achieve a diversity of businesses.
- Bioscience cluster initiatives prioritized including ancillary and support businesses.
- Small business growth encouraged, and “Buy Local/Shop Local” supported. Consideration for large businesses with the right fit for the community.
- Partnerships with Chamber of Commerce and business associations and participation in business events.
- Housing supply and workforce development efforts to support business growth.
- Business, tax, and small business incentives and assistance provided.
- Eco and heritage tourism promoted through tournaments and special events.
- Assistance provided to help Abacoa Town Center **as required to remain** be successful.
- Schools and universities with programs to support business needs.
- Partnerships supported between bioscience, Florida Atlantic University and Jupiter Medical Center.



Town Communication

Support and enhance open, two-way communication between the Town and its residents and businesses.

- Upfront and honest communication that is fair, open, and timely.
- Citizen and community inputs captured and responded to in a timely manner.
- Continuous improvement of mass communication methods (web, email, notices, flyers, TV, newsletters, Jupiter U, social media).
- Transparency of government and council maximized.
- Residents and businesses impacted by potential development and redevelopment areas engaged and informed.
- Increased use of citizen and community input from a variety of sources to capture balanced and effective representation of community views.
- Greater citizen involvement and additional outreach, including under-represented areas.
- Improved communication between and within the Town, the public, and the Council.



Mobility

Improved mobility for all modes of transit.

- Traffic flow improved through light timing, speed limit control, traffic calming and other methods to achieve levels of service identified in comprehensive plan.
- Traffic mitigation plan implemented for roadways not meeting the Town's level of service standards.
- Parking managed effectively without adding any additional parking fee areas in the Town.
- Traffic laws enforced, including speeding, red-light running, and parking violations.
- Additional transportation modes encouraged to support less driving and change driving behavior to reduce congestion (shuttles, carpooling, public transportation, off-peak travel, public transportation for the disabled).
- Bike paths improved and increased. Bike lanes and bike parking managed to provide more protected and safer bike paths, especially in high-hazard areas.
- Impacts of school drop-off and pick-up mitigated.
- Growth and commerce encouraged that helps to manage traffic flow (encourage industries with off-peak trips).
- Enhanced public safety (pedestrian, vehicle crossings, bridge) and quiet zones along rail corridor.
- Pedestrian-friendly community with effective system of sidewalks and bike paths.
- Safe boating and boat-mobility encouraged



Manage Growth

Plan for and manage growth, development and redevelopment to maintain Jupiter's small town feel and its integrity as a distinctive, vibrant coastal community.

- Inlet Village redeveloped at a pedestrian scale, emphasizing its history and coastal assets.
- Impacts of development decisions occurring outside the town evaluated and addressed.
- Comprehensive plan updated as needed to support long-term planning, sustainability and quality of life.
- Development that is in harmony with the natural environment, considering green space, beautification, and impacts on habitats and wildlife.
- Low-scale development with sufficient setbacks and open spaces.
- Incentives for development and re-development created where needed.



Safety

Keep citizens and businesses safe.

- Safety enhanced for all modes of traffic (boats, kayaks, motor vehicles, bicycles and pedestrians) in order to reduce accidents in roadways, parking lots and on our waterways.
- The Jupiter Police Department leverages community partnerships, technology and environmental design to create awareness, identify and prevent criminal activity.
- **The Jupiter Fire Rescue Department leverages community partnerships, advanced technology, and proactive safety strategies to enhance emergency preparedness, deliver rapid response services, and promote fire prevention awareness throughout the community.**
- The capabilities (training, personnel, equipment, technology) of the Police Department **& Fire Rescue Department** align with the growth and needs of the community.
- The Town works with residents and businesses to revitalize the older neighborhoods.
- Customers have access to drinking water that meets or exceeds required safety standards.
- The Town plans and prepares for natural and man-made disasters to maintain the safety of the community.
- Beaches, parks, bike paths, pedestrian facilities, kayak and paddle launches are well-maintained, safe and clean.
- Neighborhoods and commercial areas are safe, and crime rates are lower than similar communities.
- Opportunities exist in the community to keep school-aged children engaged and safe.
- Freight and passenger rail solutions implemented in a way that maintains safety and access for emergency services.
- Cost-effectiveness for public safety services (fire rescue, police, and health/EMS) continuously monitored and improved.



Unique, Small Town Feel

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.

- The Town creates, maintains, promotes and enables access to special, open spaces, parks and beaches, and bike and walking paths where residents can pursue an active, outdoor lifestyle.
- The essence of “uniquely Jupiter” is seen in the aesthetics and physical attributes of the community.
- Historical sites and landmarks supported and preserved in harmony with surrounding development.
- Residents are engaged in volunteer efforts that create a sense of community, civic pride and neighborliness to support what is uniquely Jupiter.
- The Town supports and advocates for railway quiet zones.
- Older shopping centers are revitalized to enhance aesthetics and provide valued services to the community.
- JTAA is a thriving youth sports organization working in partnership with the Town and local schools to provide high-value recreational programs for youth.
- Entertainment, cultural, community and recreational activities and organizations for residents of all ages are offered by the Town or supported through partnerships with community organizations.
- Access to health services is provided for all residents, and residents practice healthy habits, activities and lifestyles.



Green, Blue And Open Spaces

Continue beautification and natural areas; green spaces, parks, beaches and landscaping. Maintain Jupiter as a distinctive coastal community with open and natural environments.

- Enhanced entries at major gateways such as I-95 and the Florida Turnpike; beautified medians.
- Natural vegetation and trees preserved.
- Focus on the waterways and the upland areas adjacent to the water.
- Dog-friendly beach maintained with pedestrian-friendly and easy access.
- Clean, safe beaches and public facilities maintained.
- Greenway and blueway systems promoted.
- Parks that are clean and safe, with shade, trees, drinking fountains, and bathrooms.
- Landscaping public areas with sustainable, native plants.
- Balanced process for tree removal and replacement.
- Access and use of green space increased. More open spaces and natural areas for protection of the environment.
- Water reuse encouraged and increased.

Strategic Initiative/Action Item Categories



Complete

Strategic Initiatives or Action Items successfully completed in 2024.



In progress

Strategic Initiatives or Action Items currently underway or actively being worked on by staff.



Recurring

Strategic Initiatives or Action Items that take place annually. Staff will continue to provide regular status updates.



Requires Town Council advocacy or outside agency action

Strategic Initiatives or Action Items that depend on advocacy by the Town Council or actions by an outside agency.

Review of 2024-2026 Strategic Initiatives and Timeline

The 2024-2026 Strategic Plan had 23 Strategic Initiatives with 49 action items over three years.



In 2024, a total of 6 Strategic Initiatives and 20 Action Items were completed.

3 Strategic Initiatives were completed on time in 2024.

11 Action Items were completed on time in 2024.

3 Action Items will be completed by February 2025.

3 Strategic Initiatives were completed ahead of schedule.

6 Action Items were completed ahead of schedule.



18 Action Items are currently in progress.



4 Action Items are being proposed as recurring.



7 Action Items require Town Council advocacy or outside agency action

Proposed 2025-2027 Strategic Initiatives

The proposed 2025-2027 Strategic Plan includes a total 23 Strategic Initiatives with a total of 43 Action Items.

Of the 43 action items, **29** are carryover Action Items from the 2024-2026 Strategic Plan.

14 Action Items are being proposed as “new” and are indicated with  and listed in **RED**. In addition to the new action items, several modifications to the existing action items have also been proposed and highlighted in **RED**.

2025-2027 Proposed Strategic Initiatives and Timeline

- Attachment 2: *Proposed 2025-2027 Strategic Initiatives and Timeline – Mark Up*
 - Shows the proposed modifications, additions and completions in a “mark up” format with strikethroughs and changes in red. *(To be used to guide the discussion and review all proposed modifications)*
- Attachment 3: *Proposed 2025-2027 Strategic Initiatives and Timeline - Clean Version*
 - Showing all proposed modifications and additions in a clean document assuming all are accepted. *(For refence only)*

Next Steps

- The 2025-2027 Strategic Plan will be placed on the February 4, 2025 agenda for adoption by the Town Council.
- The adopted 2025-2027 Strategic Plan will be posted to the Town's website, along with the "Strategic Plan at a Glance" and Video.

For more information

www.jupiter.fl.us/strategicplan



Attachment 2: Proposed 2025-2027 Strategic Initiatives and Timeline - Mark Up

			CY 2025				CY 2026				CY 2027				
Strategic Result	Initiative and Action Items		Staff Lead	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Fiscal Responsibility Proposed to change Strategic Result to "Safety"	   	Fire Rescue Strategy	Chief Donatto												
		Develop operational plans for staffing, facility needs, equipment requirements and timeline.													
		Evaluate station locations and begin construction.													
		Receive COPCN certification.													
		Complete construction of two station locations and begin providing fire rescue services.													
 Mobility	      	Vehicle & Pedestrian Traffic Management & Mitigation	Thomas Hernandez												
		Annually, in January by the end of the first quarter , present to Town Council a report on mitigation strategies and status of roadway projects across various agencies.													
		Pursue and secure project budget commitments from other agencies and participate in Palm Beach County's transportation master planning effort. ¹			Proposed to move this action item to the W. Indiantown Road Strategic Initiative										
		Complete construction of Jupiter Beach Road / A1A roundabout													
		Encourage FDOT to fund, study, design and construct intersection and roadway improvements on Indiantown Road from Central Blvd. to Maplewood Drive. ¹													
		Complete construction of 11 pedestrian-activated crosswalk signals and safety technology													
		Evaluate locations and complete construction of phase two of the pedestrian activated crosswalk project  include Longshore Drive and Central Blvd.													
		Develop a plan for education, training and new or modified regulations for electric bicycles.													
 Green, Blue and Open Space		Protect Open Space	John Sickler Scott Reynolds												
		Monitor property-acquisition opportunities for additional natural areas and open spaces as they arise.													
 Unique, Small Town Feel	    	Recreation Facility Master Plan	Mike Hoffmann												
		Complete a Recreation Master Plan to include current facilities, future, planned facilities, and partner facilities and opportunities (PBC, PBCSD/IMS).													
		Based on findings from the master plan exercise, community outreach, and analysis of trends and forecasts, Using the Recreation Master Plan as a guiding document, proceed with the construction and upgrades needed to address deficiencies and improve the Town's aging parks.													
		Explore a partnership with Palm Beach County to upgrade the West Jupiter Community Center and overall site (expansion) to create more available indoor space. ¹ Consider a public-private partnership and grant opportunities as options to reimagine the property for better community utilization for recreation and emergency shelter space.													
		Develop an improvement and funding plan to modify and update existing athletic facilities at aging Town parks (such as Maplewood, Jupiter Village and Lighthouse Park).													
		Develop a strategy to support pickleball													

1 The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.

Attachment 2: Proposed 2025-2027 Strategic Initiatives and Timeline - Mark Up

			CY 2025				CY 2026				CY 2027				
Strategic Result	Initiative and Action Items		Staff Lead	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Unique, Small Town Feel		Piatt Place	John Sickler												
		Study the impact of options on seagrass beds													
		Explore and establish target future uses													
		Develop and approve a site plan for Riverwalk loop, kayak launch and park amenities. 													
 Mobility		Western portion of Indiantown Road: Pursue implementation of various roadway capacity improvement and traffic mitigation solutions. 	Thomas Hernandez												
		Monitor and provide regular progress updates to the Town Council on the under-construction Indiantown Road Phase 1 eastbound and westbound auxiliary lane project to ensure alignment with traffic improvement goals and schedule. ¹													
		Develop plan and funding, including lead agency, to expand scope to include improvements continuing eastbound to Chasewood Plaza and westbound from Central Boulevard.													
		Monitor the design progress of the Indiantown Road Phase 2 eastbound (Central Blvd. to Chasewood Plaza) and westbound (from west of Mobil gas station to eastern end of Phase 1 work) auxiliary lane project. Maintain regular communication with FDOT to anticipate funding needs. ¹													
		Continue to pursue FDOT funding for Indiantown Road PD&E study from Central Boulevard to Maplewood Drive to assess potential improvements for traffic flow and safety. ¹													
		Monitor the progress of the Project Development and Environment (PDE) phase for the intersection at Indiantown Road and Central Boulevard to include improvements to evaluate the feasibility and impact of a displaced left-turn design for enhanced traffic flow and safety. ¹ 													
		Support the evaluation of the Indiantown Road cross-access concept at Maplewood Drive and Center Street to connect private commercial properties via a bridge, improving access management and traffic flow. ¹ 													
		Reactivate the Town's request for use of Adaptive Traffic Signal Control (ATCS) technology to enhance the overall traffic signalization timing along the corridor to mitigate traffic congestion. 													
	 Safety			High Speed Rail	Thomas Hernandez										
		Collaborate with the FEC and Brightline to have safety fencing enhancements incorporated into project scope of work.¹													
		Work in partnership with the FEC and Brightline to ensure the timely completion of safety fencing sections included in the project scope of work. ¹ 													
		Secure quiet zone designation.¹													
 Manage Growth		CRA Plan	John Sicker												
		Adopt CRA plan amendment to reflect the current and anticipated future Town business and development environment, incorporate public input, and identify target and desired future uses for Piatt Place and Suni Sands.													

1 The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.

Attachment 2: Proposed 2025-2027 Strategic Initiatives and Timeline - Mark Up

			CY 2025				CY 2026				CY 2027				
Strategic Result	Initiative and Action Items		Staff Lead	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Unique, Small Town Feel	  	Athletic Facility Usage	Mike Hoffmann												
		Formalize the athletic facility allocation process, including applications and policies for use, schedules, and fee parameters.													
		In accordance with policy direction and the Comp Plan and include objectives, goals and plans.													
		Define future parameters of relationship between Town and JTAA.													
 Organizational Excellence	     	Municipal Complex	Roger Held												
		Complete Demolition and Phase II Construction of Town Hall Green.													
		Complete construction of Town Council memorial location within the Town green.													
		Develop design plans for approval for memorial for former Mayor Hinton.													
		Approve and Complete phase one construction for Law Enforcement Memorial Site located at the Jupiter Police Department by May 2025 and phase two by May 2026.													
		Develop a strategy for aging infrastructure on the northeast quadrant and future plans for the northwest quadrant on the Municipal Complex.													
		Secure ROW transfer agreement with PBCSD to enable realignment of Daniels Way.													
 Green, Blue and Open Space	 	Protect Local Seagrass and the Loxahatchee River	John Sickler												
		Enhance the treatment of stormwater runoff into Sawfish Bay, improving the treatment of outflows to supports seagrass and living shoreline initiatives.													
		Enhance the treatment of stormwater runoff into Sawfish Bay by implementing advanced outflow treatment measures and living shoreline projects, to protect vital ecosystems and support seagrass restoration in the Town of Jupiter.													
		Continue collaboration with area agency and non-profit partners to leverage resources for seagrass protection													
 Green, Blue and Open Space	  	Anchored Vessels	Chief Barbera												
		Continue quarterly reporting on removal efforts.													
		Annually, present an update to the Town Council on removal efforts and potential legislative opportunities.													
		Explore anchoring limitation areas by applying through the County to the State.													
		Engage with a maritime expert to monitor State and County legislation to identify opportunities.													

Proposed to remove and combine with action item above.

1 The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



New Action Item or Proposed modifications by TC



Complete



In-progress



Recurring



Requires TC Advocacy or Outside Agency Action

Attachment 2: Proposed 2025-2027 Strategic Initiatives and Timeline - Mark Up

			CY 2025				CY 2026				CY 2027				
Strategic Result	Initiative and Action Items		Staff Lead	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Mobility	   	US 1 Bridge	Thomas Hernandez												
		Monitor bridge construction activity in order to ensure FDOT and contractor scope of work -and incentives- (stretch goal of 16 months and incentives up to \$3.5 million to achieve it) is realized.													
		Continue with public information effort to keep residents and businesses informed of schedules, impacts and milestones.													
		Monitor and provide updates as needed to the Town Council on FDOT landscape improvement commitments to pursue mitigation of adverse aesthetic impacts to Jupiter Cove. ¹													
		Develop and plan for a public event to support affected businesses and celebrate the completion of Phase 1 Bridge Construction and improvements to bicycle and pedestrian access on the bridge.													
 Mobility	 	South Island Way	Thomas Hernandez												
		Town Council to approve design and construction plans.													
		Identify opportunities for right-of-way acquisition and roadway construction with proposed developments of nearby properties. Collaborate with owners of required ROW to secure necessary ROW. ¹													
 Unique, Small Town Feel		Maintenance Facility	Thomas Hernandez												
		Develop and present a renovation and future use plan for Town's Maintenance Facility property or site.													
 Green, Blue and Open Space		Protect Local Seagrass	John Sickler												
		Continue collaboration with area agency and non-profit partners to leverage resources for seagrass protection.													
 Manage Growth	 	Comprehensive Plan Review	John Sickler												
		Identify and prioritize sections with the comprehensive plan as it relates to workforce housing, conservation and recreation and transportation and take appropriate steps to update.													
		Continue to modify land use and zoning designations on key parcels, as identified through the 2023 EAR amendments approved by Town Council, through the Future land use map and rezoning process.													

Attachment 2: Proposed 2025-2027 Strategic Initiatives and Timeline - Mark Up

			CY 2025				CY 2026				CY 2027				
Strategic Result	Initiative and Action Items		Staff Lead	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Safety	 	Public Safety Training Facility	Chief Barbera												
		Conduct an analysis to establish the scope and frequency of the use of training facilities owned by other agencies by JPD and JFRD outside of the Town and potential training needs for JFRD to present to Town Council via a roundtable discussion.													
		Based on direction provided at the roundtable, develop a conceptual plan, location options and proposed funding strategy for a public safety training facility.													
		Following the roundtable discussion and council input on the analysis conducted, develop a long-term training facility strategy.													
 Manage Growth	 	Areas of Local Importance	John Sickler												
		Explore the creation of distinct districts throughout Jupiter that are identified as “areas of local importance,” with each district having development guidelines designed to protect and enhance its unique character.— Districts may include but not be limited to having “historic significance” to be considered.													
 Unique, Small Town Feel	 	Define and approve the Center Street/Alternate A1A Redevelopment Overlay Area.	Mike Hoffmann												
		Evaluate options for TOJ involvement in and sponsorship of an annual Jupiter Music Festival that involves local businesses that normally feature live music. Work with PBC to secure use of Seabreeze Amphitheater, and evaluate forming a committee to oversee the planning of the festival.													
		Plan, develop, and successfully host the Harbourfest event in collaboration with the Palm Beach North Chamber.													
 Unique, Small Town Feel		Community Webcams	Karl Craig												
		Select a contractor and develop an implementation and roll-out schedule of locations.													
 Green, Blue and Open Space	 	Sustainability Plan	John Sickler												
		Compile and centralize the Town’s current sustainability initiatives, policies and practices into a sustainability plan document.													
		Present the results of the Vulnerability Study to the Town Council during a roundtable discussion.	Amanda Barnes												

1 The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



New Action Item or Proposed
modifications by TC



Complete



In-progress



Recurring



Requires TC Advocacy
or Outside Agency
Action

Attachment 2: Proposed 2025-2027 Strategic Initiatives and Timeline - Mark Up

					CY 2025				CY 2026				CY 2027					
Strategic Result	Initiative and Action Items				Staff Lead	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
 Unique, Small Town Feel		Baseball/Roger Dean Chevrolet Stadium				Scott Reynolds												
		Complete field usage agreement.																
 Unique, Small Town Feel		A1A Beach Road Roundabout				Chief Barbera												
		Engage with the Art Committee to propose and develop a plan for a decorative and aesthetic element for the roundabout at A1A Beach Road.																
 Unique, Small Town Feel		Historic Preservation				John Sickler												
		Continue efforts to collaboratively work with the Suni Sands property owner to respect and preserve the unique archeological and historic nature of portions of the site.																

¹ The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



New Action Item or Proposed modifications by TC



Complete



In-progress



Recurring



Requires TC Advocacy or Outside Agency Action

Attachment 3: Proposed 2025-2027 Strategic Initiatives and Timeline - Clean Version

			CY 2025				CY 2026				CY 2027				
Strategic Result	Initiative and Action Items		Staff Lead	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Safety	 	Fire Rescue Strategy	Chief Donatto												
		Receive COPCN certification.													
		Complete construction of two station locations and begin providing fire rescue services.													
	 	High Speed Rail	Thomas Hernandez												
		Work in partnership with the FEC and Brightline to ensure the timely completion of safety fencing sections included in the project scope of work. ¹													
		Secure quiet zone designation. ¹													
	 	Public Safety Training Facility	Chief Barbera												
Conduct an analysis to establish the scope and frequency of the use of training facilities owned by other agencies by JPD and JFRD to present to Town Council via a roundtable discussion.															
Following the roundtable discussion and council input on the analysis conducted, develop a long-term training facility strategy.															
 Mobility	   	Vehicle & Pedestrian Traffic Management & Mitigation	Thomas Hernandez												
		Annually, by the end of the first quarter, present to Town Council a report on mitigation strategies and status of roadway projects across various agencies.													
		Pursue and secure project budget commitments from other agencies and participate in Palm Beach County's transportation master planning effort. ¹													
		Evaluate locations and complete construction of phase two of the pedestrian activated crosswalk project to include Longshore Drive and Central Blvd. ¹													
		Develop a plan for education, training and new or modified regulations for electric bicycles.													
	     	Western Portion of Indiantown Road	Thomas Hernandez												
		Monitor and provide regular progress updates to the Town Council on the under-construction Indiantown Road Phase 1 eastbound and westbound auxiliary lane project to ensure alignment with traffic improvement goals and schedule. ¹													
		Monitor the design progress of the Indiantown Road Phase 2 eastbound (Central Blvd. to Chasewood Plaza) and westbound (from west of Mobil gas station to eastern end of Phase 1 work) auxiliary lane project. Maintain regular communication with FDOT to anticipate funding needs. ¹													
		Continue to pursue FDOT funding for Indiantown Road PD&E study from Central Boulevard to Maplewood Drive to assess potential improvements for traffic flow and safety. ¹													
		Monitor the progress of the Project Development and Environment (PDE) phase for the intersection at Indiantown Road and Central Boulevard to include improvements to evaluate the feasibility and impact of a displaced left-turn design for enhanced traffic flow and safety. ¹													
		Support the evaluation of the Indiantown Road cross-access concept at Maplewood Drive and Center Street to connect private commercial properties via a bridge, improving access management and traffic flow. ¹													
		Reactivate the Town's request for use of Adaptive Traffic Signal Control (ATCS) technology to enhance the overall traffic signalization timing along the corridor to mitigate traffic congestion.													
		US 1 Bridge													
		Monitor bridge construction activity in order to ensure FDOT and contractor scope of work is realized.													
		Continue with public information effort to keep residents and businesses informed of schedules, impacts and milestones.													
		Monitor and provide updates as needed to the Town Council on FDOT landscape improvement commitments to pursue mitigation of adverse aesthetic impacts to Jupiter Cove. ¹													
	 	South Island Way	Thomas Hernandez												
		Town Council to approve design and construction plans.													
		Identify opportunities for right-of-way acquisition and roadway construction with proposed developments of nearby properties. Collaborate with owners of required ROW to secure necessary ROW. ¹													

¹ The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



New Action Item



Complete



In-progress



Recurring



Requires TC Advocacy
or Outside Agency
Action

Attachment 3: Proposed 2025-2027 Strategic Initiatives and Timeline - Clean Version

Strategic Result		Initiative and Action Items	Staff Lead	CY 2025				CY 2026				CY 2027			
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Green, Blue and Open Space		Protect Open Space	John Sickler Scott Reynolds												
		Monitor property-acquisition opportunities for additional natural areas and open spaces as they arise.													
		Protect Local Seagrass and the Loxahatchee River	John Sickler												
		Enhance the treatment of stormwater runoff into Sawfish Bay by implementing advanced outflow treatment measures and living shoreline projects, to protect vital ecosystems and support seagrass restoration in the Town of Jupiter.													
		Continue collaboration with area agency and non-profit partners to leverage resources for seagrass protection													
		Anchored Vessels	Chief Barbera												
		Annually, present an update to the Town Council on removal efforts and potential legislative opportunities.													
 Unique, Small Town Feel		Sustainability Plan	Amanda Barnes												
		Present the results of the Vulnerability Study to the Town Council during a roundtable discussion.													
		Recreation Facility Master Plan	Mike Hoffmann												
		Complete a Recreation Master Plan to include current facilities, future, planned facilities, and partner facilities and opportunities (PBC, PBCSD/IMS).													
		Using the Recreation Master Plan as a guiding document, proceed with the construction and upgrades needed to address deficiencies and improve the Town's aging parks.													
		Explore a partnership with Palm Beach County to upgrade the West Jupiter Community Center and overall site to create more available indoor space. ¹													
		Piatt Place	John Sickler												
		Develop and approve a site plan for Riverwalk loop, kayak launch and park amenities.													
		Athletic Facility Usage	Mike Hoffmann												
		Formalize the athletic facility allocation process, including applications and policies for use, schedules, and fee parameters.													
		Maintenance Facility	Thomas Hernandez												
		Develop and present a renovation and future use plan for Town's Maintenance Facility property or site.													
		The Arts	Mike Hoffmann												
		Plan, develop, and successfully host the Harbourfest event in collaboration with the Palm Beach North Chamber.													
		Community Webcams	Karl Craig												
		Select a contractor and develop an implementation and roll-out schedule of locations.													
		Baseball/Roger Dean Chevrolet Stadium	Scott Reynolds												
		Complete field usage agreement.													
		A1A Beach Road Roundabout	Chief Barbera												
		Engage with the Art Committee to propose and develop a plan for a decorative and aesthetic element for the roundabout at A1A Beach Road.													
		Historic Preservation	John Sickler												
		Continue efforts to collaboratively work with the Suni Sands property owner to respect and preserve the unique archeological and historic nature of portions of the site.													

1 The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



New Action Item



Complete



In-progress



Recurring



Requires TC Advocacy
or Outside Agency
Action

Attachment 3: Proposed 2025-2027 Strategic Initiatives and Timeline - Clean Version

			CY 2025				CY 2026				CY 2027				
Strategic Result	Initiative and Action Items		Staff Lead	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Organizational Excellence	  	Municipal Complex	Roger Held												
		Complete construction of Town Council memorial location within the Town green.													
		Complete phase one construction for Law Enforcement Memorial Site located at the Jupiter Police Department by May 2025 and phase two by May 2026.													
		Develop a strategy for aging infrastructure on the northeast quadrant and future plans for the northwest quadrant on the Municipal Complex.													
 Manage Growth	  	Comprehensive Plan Review	John Sickler												
		Identify and prioritize sections with the comprehensive plan as it relates to workforce housing and transportation and take appropriate steps to update.													
		Continue to modify land use and zoning designations on key parcels, as identified through the 2023 EAR amendments approved by Town Council, through the Future land use map and rezoning process.													
		Areas of Local Importance	John Sickler												
	Define and approve the Center Street/Alternate A1A Redevelopment Overlay Area.														

¹ The success of this Action Item is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



New Action Item



Complete



In-progress



Recurring



Requires TC Advocacy
or Outside Agency
Action