



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MAY 20, 2025
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

ROLL CALL:

Mayor Jim Kuretski
Vice-Mayor Ron Delaney
Councilor Phyllis Choy
Councilor Malise Sundstrom
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

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

PROCLAMATION

1. National Public Works Week, May 18-24, 2025 - Richard Gunther and Adam Vonderau, Service Worker Supervisors.#

PRESENTATION

2. Jupiter Fire Rescue Department Update.

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

3. May 6, 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 BUSINESS

4. **Resolution 51-25**, Approving the replat titled Loxahatchee Club at Maplewood Plat No. 33 of Phase II.
5. **Resolution 58-25**, Approving the termination of easement agreement for Lot 15A located within the Bears Club PUD.
6. **Resolution 65-25**, Approving Amendment 1 to Florida Department of Environmental Protection (FDEP) Grant 24PLN04 for the Town-Wide Flood Vulnerability Assessment.
7. Approving a purchase order to Fierce Construction for interior office alterations in the amount of \$99,500.
8. Approving a change order for the Rep Services, Inc. (RSI) (agreement no. 2023/2024-284) contract for additional playground site work, synthetic turf, and site furniture at Indian Creek Park, Jupiter Community Park, and Maplewood Park for the amount of \$202,315.27.

REGULAR AGENDA

PUBLIC BUSINESS

9. **A. Resolution 62-25**, Authorizing an agreement with Kaufman Lynn Construction, Inc., for the construction of the fire stations at Cinquez and Piatt Place for the guaranteed maximum price of \$17,319,555, including \$87,700 in Town paid permit fees.

B. Resolution 63-25, Authorizing the use of surtax fund proceeds in the amount of \$2,997,831.
10. **Resolution 67-25**, Authorizing the Mayor to enter into an Interlocal Agreement for the transition of fire protection and emergency medical services to the Town of Jupiter.
11. Appointment to Fill the Vacancy in the District 1 Town Council Seat.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

June 3, 2025, 7pm - Town Council Chambers

June 17, 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

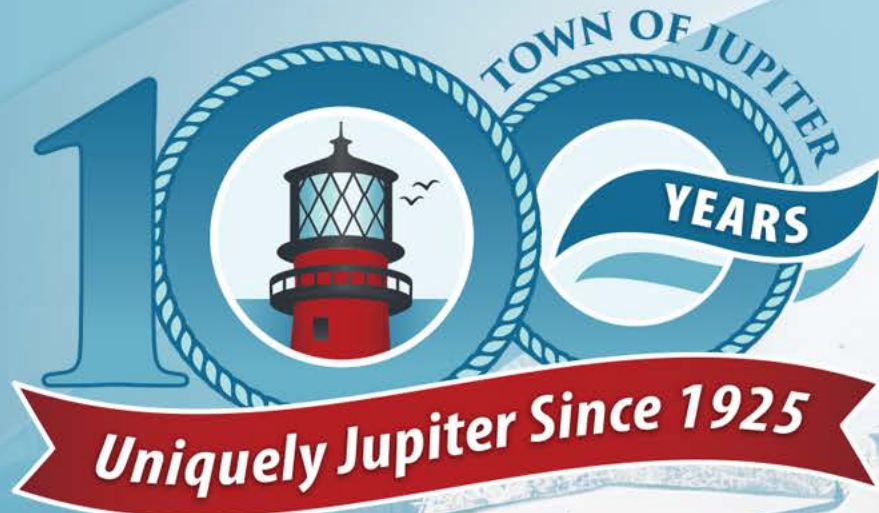
= no materials attached *revisions may occur*

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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.*



TOWN OF JUPITER

Fire Rescue Update

May 20, 2025

**CENTENNIAL
CELEBRATION**
1925 - 2025



Jupiter Fire Rescue Update

- Next year, the Jupiter Fire Rescue Department will begin providing fire and emergency medical services to the community.
- Two important aspects of preparing for our assumption of services include:
 - Creation of our Fire Prevention & Community Risk Reduction Division
 - Creation of a formalized Transition Plan for the transition of services.

Fire Prevention & Community Risk Reduction Division

- Community Risk Reduction (CRR) includes “programs, actions, and services used by a community to prevent or mitigate the loss of life, property, and resources associated with life safety, fire, and other disasters within a community.”
- The goal: Make Jupiter Safer.

Fire Prevention & Community Risk Reduction Division

- More than a focus on fire inspections and code enforcement.
- More than a single division – it will be a department-wide initiative.
- We will accomplish our goal by working with community partners, including fellow public safety departments, other government agencies, and private organizations, to make Jupiter safer.
- We will promote a culture that treats everyone we serve, including business owners, with respect and kindness.



Fire Prevention & Community Risk Reduction Division

- Andrew Armenis is Jupiter Fire Rescue's newest member and our Division Chief of Fire Prevention & Community Risk Reduction – our Fire Marshal.
- Over 25 years of fire service experience, most recently as a Battalion Chief with Raytheon Technologies and prior service with Margate Fire Rescue.
- B.S. in Occupational Safety and Health Administration and an A.S. in Fire Science.
- Fire Inspector, Fire Instructor, Paramedic, Haz-Mat Technician, Chaplain



Transition Plan

- The Town intends to continue to be a public safety partner with the County in the interest of the residents and visitors to the Jupiter area.
- The Town believes that the public interest is promoted by implementing a transition plan between Jupiter and the County for the provision of fire-rescue and emergency medical services within the Town or the unincorporated areas in and around the Town.
- The community will not be served by a flip of the switch transition at midnight.



Transition Plan – Joint Response

- The Town values the experience and institutional knowledge of the PBCFR crews assigned to the Town.
- The Town is seeking a joint response initiative whereby JFRD and PBCFR will jointly respond to emergency calls within the Town beginning in August 2026 and continuing throughout September 2026.

Transition Plan – Training

- The Town recognizes the benefit to the public's health and safety from joint training exercises with PBCFR.
- Training between JFRD and PBCFR can create shared experiences and ensure operational fluidity between agencies.
- Multiple county-wide protocols that have been adopted by each fire rescue agency highlight the need for interoperability.
- The Town proposes that JFRD and PBCFR engage in joint training exercises

Transition Plan – PBC Station 18 & 19

- The Town is proposing to provide full automatic aid to any unincorporated areas served by Station 18 (Burt Reynold’s Park) and Station 19 (Central Blvd) at no cost to the County, including backup to any surrounding County areas.
- This would allow PBCFR to redeploy its resources to areas the County serves with greater demand.

Station	Jupiter Estimated Calls/Day	Unincorporated Estimated Calls/Day
18	6	.5
19	10	1



Transition Plan – PBC Station 16

- PBC Station 16 (Abacoa) serves unincorporated areas outside of the boundaries of the Town, including Palm Beach Country Estates, Old Marsh, East Point, and the eastbound lanes of Donald Ross Road.
- The Town is willing to provide full automatic aid to the unincorporated areas currently served by Station 16, at no cost to the County.
- The Town is proposing to take possession of Station 16 on September 1, 2026.

Station	Jupiter Estimated Calls/Day	Unincorporated Estimated Calls/Day
16	9	1

Transition Plan – Fire Prevention and Fire Code Enforcement Services

- The Town requests PBCFR to provide JFRD with all target hazard and Tier II facility data, and existing pre-fire plans for facilities within the Town of Jupiter.
- The Town requests PBCFR to provide access to all fire prevention documentation related to open and ongoing new construction plan reviews and recent fire inspections.
- The Town proposes that JFRD shall assume responsibility for all new construction for plan review and permit approval by August 1, 2026.

Transition Plan

- The Town intends to continue to be a public safety partner with the County in the interest of the residents and visitors to the Jupiter area and the unincorporated areas in and around the Town.
- The public interest is promoted by implementing a transition plan between JFRD and PBCFR to deliver fire-rescue and emergency medical services to the Jupiter area and the unincorporated areas in and around the Town.
- This proposed plan is in the best interest of the health and safety of the public, both of the Town and the unincorporated areas in and around the Town.



The Jupiter Fire Rescue Department remains on schedule to be operational by August 1, 2026 and to fully respond to all calls within the Town of Jupiter on October 1, 2026.



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MAY 6, 2025**

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

ROLL CALL: Mayor Jim Kuretski; Vice-Mayor Ron Delaney; Councilor Phyllis Choy; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill.

PROCLAMATION

1. National Police Week, May 11 – 17, 2025 and Peace Officers Memorial Day, May 15, 2025 – Chief Michael Barbera, Chief of Police.

Mayor Kuretski presented the proclamation to Police Chief Michael Barbera.

Police Chief Barbera thanked Council and the residents for their continued support.

2. Arbor Day, May 17, 2025.

Mayor Kuretski presented the proclamation to Ms. Ashley Reeves, Natural Resources Coordinator, Ms. Stephanie Thoburn, Assistant Planning and Zoning Director, and Mr. Jeffrey Buck, Senior Natural Resource Coordinator.

Ms. Thoburn thanked the Town for supporting the environment and introduced Mr. Jeffrey Buck, Senior Natural Resource Coordinator. She also invited residents and Council to the upcoming Arbor Day Event.

3. National Drinking Water Week, May 4 – May 10, 2025 - Mrs. Amanda Barnes, Director of Utilities.

Mayor Kuretski presented the proclamation to Mrs. Amanda Barnes, Director of Utilities.

Mrs. Barnes stated she was honored to accept proclamation on behalf of the Utilities Department and thanked Council for their support.

PRESENTATION

4. “Drop Savers” Water Conservation Poster Contest Awards.

Ms. Haley Johnson, Special Projects Coordinator, gave an overview of the Drop Savers Conservation Poster Contest and National Drinking Water Week.

Mayor Kuretski and Ms. Johnson recognized the 2025 Drop Savers Poster

PRESENTATION

4. “Drop Savers” Water Conservation Poster Contest Awards.

Mayor Kuretski and Ms. Johnson recognized the 2025 Drop Savers Poster Contest winners:

Division 1 - Kindergarten & 1st grade; Emma Mears; Lyla Donham; Elaina Li.
Division 2 - 2nd and 3rd grades; Ella Kissner; Evelyn Foy; Samantha Sheehan.
Division 3 - 4th and 5th grades; Vivien Stankiewicz; Astrid Vasquez; Jocelyn Li.
Division 4 - Middle School; Alice Lin; Leona Low; Peyton Lau.

5. Annual overview of the Palm Beach County Commission on Ethics (COE) by Gina Levesque, Intake and Compliance Manager, Palm Beach County Commission on Ethics.

Ms. Gina Levesque, Intake and Compliance Manager representing the Palm Beach County Commission on Ethics (PBCCOE), reviewed the annual overview and highlighted the department’s history and importance.

CITIZEN COMMENTS

Ms. Jennifer Ball, resident of Chasewood Drive, asked Council if Cinquez dog park could be open earlier.

Ms. Linda Smithe, resident of Via Rio, discussed commercial recycling, proposed solar panels on the new fire stations, stormwater diversion, and single use plastics.

Mr. Pat Connors, resident of Clocktower Drive, stated that Cinquez dog park was a well-maintained park and asked if it could be opened earlier.

Mr. Wayne Posner, resident of Carina Drive, mentioned that he did not support the idea of any new bar or restaurant projects within the Town. However, he stated that he supported the Sims House obtaining a liquor license.

Mr. Eric Weitze, resident of Ocean Grande, spoke regarding beach access 46 and updating the water stations.

Mayor Kuretski said farewell to the Town Clerk, Ms. Laura Cahill. He noted that Ms. Cahill began her journey with the Town Clerk’s Department in August 2015 as an Administrative Assistant III, and it did not take long for her hard work and dedication to stand out. Four years later, she was promoted to Deputy Town Clerk, and in January 2021, she was appointed to the Town Clerk.

Throughout her tenure, Ms. Cahill brought precision, consistency, and a deep sense of responsibility to the role. Her contributions have left a lasting impact on the Town’s government, and she will be deeply missed.

Mayor Kuretski on behalf of the Town thanked Ms. Cahill for ten years of outstanding service.

MINUTES

6. April 15, 2025 Town Council Meeting Minutes.

Councilor Sundstrom moved to approve April 15, 2025 Town Council Meeting Minutes; seconded by Vice-Mayor Delaney; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Sundstrom
Yes

CONSENT AGENDA

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- Mayor Kuretski pulled item 9.

Vice-Mayor Delaney moved to approve the Consent Agenda, as amended; seconded by Councilor Sundstrom; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Sundstrom
Yes

PUBLIC BUSINESS

- 7. Resolution 33-25**, Approving contracts to Betsy Lindsay, a division of Haley Ward, Inc. (WS2520A), Engenuity Group, Inc. (WS2520B), NorthStar Geomatics, Inc. (WS2520C), and Zeman Consulting Group, LLC (WS2520D) for Surveying and Mapping Services.
- 8. Resolution 35-25**, Approving a contract to Midwest Alarm Company, Inc. (dba BCI Integrated Solutions) for Nanofiltration (NF) Building Fire Alarm Panel Replacement (W2511) for an amount of \$131,772.
- 9. Resolution 48-25**, Approving the EPW 2025-19 Annual Striping contract to McShea Contracting, LLC in the amount not to exceed \$178,116.81. **MOVED TO REGULAR AGENDA**
- 10. Resolution 49-25**, Approving the fiscal year 2025 Mid-Year Budget Amendment.
- 11. Resolution 53-25**, Approving the second renewal of agreement CR 2023-001, Printing, Binding, and/or Mailing Services with Southeastern Printing Co., Inc. estimated to be in the amount of \$85,266.
- 12. Resolution 55-25**, Approving the contract award EPW 2025-14, Barracks Building Foundation Repair to A Thomas Construction, Inc. in an amount not to exceed \$217,000.

CONSENT AGENDA

PUBLIC BUSINESS

13. Authorizing a piggyback contract from the City of Fort Lauderdale with Tropic Fence, Inc. for removal and installation of fencing at Abacoa Community Park in the amount of \$205,953.25.
14. Approving a purchase order to Duval Ford for a Fire Command Staff vehicle for \$63,695.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

9. **Resolution 48-25**, Approving the EPW 2025-19 Annual Striping contract to McShea Contracting, LLC in the amount not to exceed \$178,116.81.

Mayor Kuretski stated he supported the item. He also proposed that Staff look into adding pedestrian crosswalks by school areas.

Mr. Roger Held, Senior Director of Community Services, said he would take a look at all crosswalks.

Councilor Choy asked Staff to look into the crosswalk at Indiantown Road and Central Boulevard.

Vice-Mayor Delaney moved to approve Resolution 48-25; seconded by Councilor Choy; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Sundstrom
Yes

REGULAR AGENDA

PUBLIC BUSINESS

15. Approving the Town's 2025 Neighborhood Matching Grant for Egret Cove at Maplewood in the amount of \$5,000.

Vice-Mayor Delaney stated he would abstain from voting due to residing in the neighborhood.

Councilor Sundstrom moved to approve the Town's 2025 Neighborhood Matching Grant for Egret Cove at Maplewood in the amount of \$5,000; seconded by Councilor Choy; motion passed.

Kuretski
Yes

Delaney
Abstained

Choy
Yes

Sundstrom
Yes

REGULAR AGENDA

PUBLIC BUSINESS

- 16. Resolution 64-25,** Authorizing the second amendment to the employment contract with Town Manager Frank J. Kitzerow.

Mr. Kitzerow excused himself from the dais. Ms. Kate Moretto, Assistant Town Manager, took his place as a representative.

Mayor Kuretski stated the contract with the Town Manager would expire on May 17, 2025, and it did not have an easy renewal provision. He noted he had brought it up under Council Reports at the March 18, 2025, meeting and was authorized to provide a letter with the intent to extend the contract. He said at that point, since the contract did not have a provision for renewal, he believed it would have to be a new contract, but could be done as an amendment per legal opinion.

Mayor Kuretski explained he requested benchmarks from 12 other municipalities and believed an adjustment to salary should be considered according to those benchmarks. He said Council was still obligated to do a performance review. He noted that normally the mayor took the lead, working with the Town Attorney to bring back an amended or new contract for the Town Manager. He stated he recommended an appropriate annual number and said it was subject to discussion and consensus of Council.

Councilor Sundstrom remembered from a previous Council meeting where Council discussed the Town Managers performance evaluation that the Human Resources Department would remind Council of the June 1st deadline each year. She suggested that Council be notified the first week of April or May and asked if that could be added to Section 14 and stated another potential option was to have an informal discussion through Council comments. She explained she liked what the Town currently had for the evaluation process and it should continue. She proposed Council comments be used to discuss bonuses or additional compensation. Councilor Sundstrom recommended adding to Section 14 that each June the Council would discuss the evaluation, which allowed the process to stay the same and keep everything on schedule.

Vice-Mayor Delaney agreed it would assist with keeping everything on schedule.

Mayor Kuretski stated that he agreed with Councilor Sundstrom Human Resources should notify Council. He said he was not sure if it needed to be included during a Town Council meeting or an internal meeting. He asked Ms. Moretto, where she recommended the suggestion be memorialized and if she thought the contract, was the correct place.

Ms. Moretto said she would defer to the Town Attorney to see if it needed to be in the contract or Council could set a simple policy for contract management evaluation.

REGULAR AGENDA

PUBLIC BUSINESS

- 16. Resolution 64-25,** Authorizing the second amendment to the employment contract with Town Manager Frank J. Kitzerow.

Mr. Baird stated he did not believe it should be in the contract but it was a Staff process to prepare the item and notify the Council.

Councilor Sundstrom asked for a consensus to add the process for Staff and Council unanimously agreed.

Councilor Choy suggested the contract should be extended from three to four years. She believed the four years may be more advantageous for a seasoned Council.

Mayor Kuretski mentioned he had no intention to run for Council again and was inclined to support Councilor Choy's suggestion for four years. He asked if there was a consensus and the Council unanimously agreed.

Vice-Mayor Delaney asked if the term length of the contracts for the other town managers could be added for comparison.

Mayor Kuretski stated the contract expired before the next Town Council meeting, and it would need to be approved this evening. He noted that the Council had done the housekeeping now they needed to discuss salary.

Ms. Moretto explained to Vice-Mayor Delaney that the information he requested had not been collected. She noted they could collect and update Council if so desired.

Mayor Kuretski said there was a provision in the contract where the Council could opt to terminate and also the Town Manager. He stated the Town's contract was the standard of what other municipalities use.

Mr. Baird explained there was a notice provision in Section 1 which would require a 60-day notice.

Vice-Mayor Delaney stated he understood the notice provision and inquired about the age of the term for each town manager on the spreadsheet.

Mayor Kuretski said the Human Resources Department provided 12 municipalities, which included the number of employees and town managers tenure in years and felt our Town Manager had many more leadership years in Palm Beach County than others. He thought Mr. Kitzerow was not being compensated to the level he should be and had a number in mind but was open to discussion.

REGULAR AGENDA

PUBLIC BUSINESS

- 16. Resolution 64-25,** Authorizing the second amendment to the employment contract with Town Manager Frank J. Kitzerow.

Vice-Mayor Delaney stated Mr. Kitzerow had leadership experience over the three years and had familiarity with the Town operations.

Councilor Sundstrom said she was thinking about population, budget, median, mean in terms of salary and agreed that Council should increase his base pay. She noted this was an executive position which needed to be treated differently and noted he was given a hefty bonus last year which spoke to the specific accomplishments of that year. Councilor Sundstrom said she wanted to focus on how they would structure compensation. She felt they should go for \$260,000 or \$275,000 and then reserve additional funding for a bonus, so it could speak to the year and the performance. She said she wanted to keep it in line with something more like Wellington.

Mayor Kuretski said he recommended a \$300,000 salary, and noted Council was making an adjustment so close to his review, and he would not be getting an additional adjustment this year. He stated his number included any adjustment that would be given in July. He asked if the Town Manager of Palm Beach went up a significant amount.

Ms. Moretto stated any adjustments made to the numbers were a correction of data and had no verification of the terms on those contracts.

Vice-Mayor Delaney agreed with the \$300,000 base salary and the four-year term.

Councilor Sundstrom said she understood that he had a track record with three of the four Council members. She stated the contract was only being renewed once for the next couple of years, so it would only be a one-time compensation bump and asked if the bonuses would then play a smaller role.

Vice-Mayor Delaney said a bonus would be at the discretion of Council and dependent on the circumstances of the Town at the time and items achieved.

Mayor Kuretski stated this year there would be no adjustment for performance review but would expect one next year and would be subject to the majority of the Council.

Councilor Sundstrom discussed the change to Section 4A from the original contract to the new contract.

Councilor Choy believed it was all in the structure that the Council ended up with. She asked if the bonus was part of what the end salary would be or was that a bonus just on performance.

REGULAR AGENDA

PUBLIC BUSINESS

16. Resolution 64-25, Authorizing the second amendment to the employment contract with Town Manager Frank J. Kitzerow.

Mayor Kuretski stated he believed the bonus had only been done twice and it was done as a consensus of the Council.

Councilor Choy asked if it was something that could go into a pension plan or was it more important to go into a monthly salary. She felt that things the Town Manager needed to accomplish in the next two years were way beyond what the Town could compensate him. She noted he had brought with him multiple professional backgrounds which lent itself to navigating and negotiating with so many leaders in Palm Beach County.

Councilor Sundstrom had a problem with \$300,000 because the other four municipalities benchmarked were very large. She felt \$275,000 or \$280,000 would still be above everyone else. She thought the others would increase but did not feel they would substantially.

Mayor Kuretski felt the Town was blessed with our Town Manager's leadership.

Vice-Mayor Delaney wanted to retain Mr. Kitzerow's services and was good with the \$300,000.

Councilor Sundstrom said she would agree with \$300,000 if there was a consensus of the Council and would be more comfortable with there being a provision in Section 4 for adjustments.

Councilor Choy said what was difficult with this analysis was that the Town's budget did not correlate with salaries and the Council needed to look at what we had here in Jupiter. She was comfortable with the \$300,000.

Councilor Sundstrom moved to approve Resolution 64-25 with the following amendments to the employment contract: revise Section 4 to set the base salary at \$300,000; amend Section 1 to change the term from three years to four years; and strike the second sentence in Section 14.; seconded by Vice-Mayor Delaney; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Sundstrom
Yes

REPORTS

TOWN ATTORNEY –

- Town Clerk– Mr. Baird spoke highly of his time working alongside Ms. Cahill to include timely document retrieval and public record request management. He congratulated her on her future endeavors.

REPORTS

TOWN MANAGER –

- Community Relations Department – Ms. Kate Moretto said the Community Relations Department attended the Florida Municipal Communication Association (FMCA) Conference and won best in state for the communication plan for the Town's Centennial Celebration. She explained for the second year in a row each member, department and Town as a whole received the FMCA local government certificate of excellence award.
- Crosswalks – Ms. Moretto mentioned the Town completed construction on two more of the pedestrians' activated crosswalks, which made 11 total completed in Town.
- Employee Anniversaries – Ms. Moretto recognized Gary Schulze, water plant operator who celebrated 20 years of service and Sergeant Andrew Burrows of Jupiter Police Department celebrated 15 years of service.
- Employee Retirement – Ms. Moretto said the Town bid farewell to Drew Sharp of the Jupiter Police Department after serving nearly 18 years.
- Annual Water Quality Report – Ms. Moretto stated the report was available online and would be mailed to customers and residents. She said the report confirmed that the Town's drinking water was excellent and met or exceeded all state or federal quality standards.
- Town Green Project – Ms. Moretto said the new Town Green would be open next Friday and more parking would be made available.
- Playground Groundbreakings – Ms. Moretto mentioned several playground groundbreakings over the next several of weeks starting with Indian Creek Park followed by Maplewood Park.
- Jupiter U Event – Ms. Moretto said the Town would host the event at the Maltz Theatre on Thursday.
- Arbor Day Celebration – Ms. Moretto announced Saturday May 17, on the municipal campus the Town would hold an Arbor Day celebration where the Planning and Zoning Department and students from Jupiter High School would be handing out live oak saplings grown from the Cabot Oak tree at Sawfish Bay Park.

REPORTS

TOWN MANAGER –

- Town Clerk– Ms. Moretto thanked Ms. Cahill for her work and said it was a pleasure working with her for almost a decade.

Ms. Cahill expressed gratitude to the Town and its leadership, she stated it was a privilege to serve the community throughout her roles leading up to the position of Town Clerk. She acknowledged the Town's welcoming spirit and the invaluable opportunities for professional growth, for which she was grateful. She extended heartfelt thanks to the Town Council and staff and noted the inspiration drawn from their guidance, leadership, and collaborative efforts. Ms. Cahill gave special recognition to her team—Stephanie, Karen, and Miya—for their consistent hard work, camaraderie, and reliability. She emphasized her appreciation for their teamwork and professionalism, noting it was an honor to work alongside them. Ms. Cahill thanked her family for their unwavering love and support, she acknowledged them as a constant source of strength throughout her journey with the Town.

Councilor Sundstrom said she would miss Laura and commended her for her infinite patience, grace and professionalism during her time as Town Clerk. She said she was excited for her next chapter.

Vice-Mayor Delaney said he appreciated Ms. Cahill's helpfulness through the election process. He noted leaving to raise a family was the best part of her career as you never got the years back.

Councilor Choy said she agreed and would not have made it through the election process without her calm collective guidance during the election cycle.

Mayor Kuretski agreed with everyone and mentioned the Town Clerk has kept him on a straight path and gave guidance and reminders over the years. He mentioned the number of records requests the Clerks department manages and was grateful for her leadership and development of the Staff and said she would be missed

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS –

MAYOR

- Arbor Day – Mayor Kuretski asked how many saplings from the 300-year-old Cabot Oak tree would be available.

Ms. Moretto said there would be 100 saplings available.

Mayor Kuretski thanked Staff and the students for their work.

- Community Relations – Mayor Kuretski gave kudos to the department and said it was incredible to be number one in the entire state and said it should be celebrated.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS –
VICE-MAYOR DELANEY

- Citizen Comment – Vice-Mayor Delaney mentioned the Sims house which was looking to acquire a liquor license for an adaptive reuse property. He noted the small business owner loses money by not being able to offer the full complement of liquor and wanted Council to look at the code and potentially look at making an exception for adaptive reuse.

Mayor Kuretski said he was educating himself with the potential good and bad consequences and was not yet ready to move on the request.

Councilor Choy asked why they did not have a liquor license.

Mayor Kuretski said it was not in the original agreement. He did say he was open to learning more and educating himself.

Councilor Sundstrom agreed and said she learned about the issue recently and wanted to understand the policy issues. Councilor Sundstrom noted the use was predominantly outdoors but was sensitive to help small businesses. She said overall the item would require a bit of research in terms of policy and code changes.

Mayor Kuretski mentioned he recently went to the COE and had fruitful conversation after the election.

Councilor Sundstrom mentioned the Town could make their own Code of Ethics as long as it was more stringent than the County and something the Town could look at in the future.

ADJOURNMENT – 9:00 P.M.

Stephanie Proffer, Acting Town Clerk

TOWN OF JUPITER
Approval of a Replat Titled Loxahatchee Club at Maplewood Plat No. 33 of Phase II



DATE	May 20, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Senior Director of Community Development
SUBJECT	Approval of Resolution 51-25 for the Replat Titled Loxahatchee Club at Maplewood Plat No. 33 of Phase II

EXECUTIVE SUMMARY

Town staff is providing Resolution 51-25 for the replat titled Loxahatchee Club at Maplewood Plat No. 33 of Phase II for Town Council's consideration.

The 0.127 acres of land subject to this replat is located along Birkdale Lane right of way within the Loxahatchee Club development. This replat is not associated with any new site plan or existing site plan amendment, and no additional lots are created by this replat.

The subject replat establishes Lot No.10A, as a combination of the previously platted lot 10 plus a very small portion of the Loxahatchee Club HOA's abutting Common Area Tract that was, or will be, deeded to the owner of Lot 10A for the purpose of improving the single-family home on the lot.

ANALYSIS

The subject replat has been reviewed by the Utilities Department, Planning and Zoning Department, Building Department, Engineering Division, and the Town's consulting surveyor to ensure conformance with any applicable lot/site/setback requirements and applicable State Statute and Town Platting requirements.

In the event Town Council approves Resolution 51-25 for the replat titled Loxahatchee Club at Maplewood Plat No. 33 of Phase II, it will be executed and recorded in the public records of Palm Beach County.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 51-25
2. Loxahatchee Club at Maplewood Plat No. 33 of Phase II

FUNDING SOURCE

Approved in Budget	\$ N/A	Sources: N/A
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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
JUPITER, FLORIDA, FOR THE APPROVAL OF THE REPLAT
TITLED LOXAHATCHEE CLUB AT MAPLEWOOD PLAT NO. 33
OF PHASE II**

WHEREAS, the Town of Jupiter is a municipality of the State of Florida within such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town of Jupiter has exclusive jurisdiction for approval of plats and replats within the Town's municipal boundaries as has been conferred upon it by the Florida Constitution and Chapter 177.071, Florida Statutes; and

WHEREAS, the Town of Jupiter has reviewed the replat titled Loxahatchee Club at Maplewood Plat No. 33 of Phase II (hereinafter "replat") for conformance with applicable State Statutes and Town platting requirements, and has found the replat acceptable.

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

Section 1. The Council hereby approves the replat and authorizes the Mayor, Town Engineer, and Town Clerk of the Town of Jupiter to execute and to record the plat at the Office of the Clerk of Circuit Court, Palm Beach County.

Section 2. This Resolution shall take effect upon its execution.

LOXAHATCHEE CLUB AT MAPLEWOOD PLAT No. 33 OF PHASE II

BEING A REPLAT OF LOT 10, AND A PORTION OF THE COMMON AREA,
AS SHOWN ON THE PLAT OF THE LOXAHATCHEE CLUB AT MAPLEWOOD PLAT No. 4 OF PHASE II,
RECORDED IN PLAT BOOK 52, PAGES 55 AND 56, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
LYING IN SECTION 11, TOWNSHIP 41 SOUTH, RANGE 42 EAST
TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA

FEBRUARY 2025

DEDICATIONS AND RESERVATIONS

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS THAT JAMES A. REIFFEL AND BONNIE G. REIFFEL, OWNERS OF THE LAND SHOWN HEREON AS LOXAHATCHEE CLUB AT MAPLEWOOD PLAT No. 33 OF PHASE II, BEING A REPLAT OF LOT 10, AND A PORTION OF THE COMMON AREA, AS SHOWN ON THE PLAT OF THE LOXAHATCHEE CLUB AT MAPLEWOOD PLAT No. 4 OF PHASE II, RECORDED IN PLAT BOOK 52, PAGES 55 AND 56, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 11, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 10, THE LOXAHATCHEE CLUB AT MAPLEWOOD, PLAT No. 4 OF PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 52, PAGE 55, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND TOGETHER WITH THE FOLLOWING PARCEL 1:

THAT PORTION OF THE COMMON AREA, AS SHOWN ON THE PLAT OF LOXAHATCHEE CLUB AT MAPLEWOOD, PLAT No. 4 OF PHASE II, RECORDED IN PLAT BOOK 52, PAGE 55, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 10, OF SAID PLAT; THENCE ALONG THE NORTH LINE OF SAID LOT 10, SOUTH 67°59'42" WEST, A DISTANCE OF 34.00 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 22°00'18" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 5.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF LOT 10; THENCE ALONG SAID PARALLEL LINE, NORTH 67°59'42" EAST, A DISTANCE OF 34.00 FEET; THENCE SOUTH 22°00'18" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH THE FOLLOWING PARCEL 2:

THAT PORTION OF THE COMMON AREA, AS SHOWN ON THE PLAT OF LOXAHATCHEE CLUB AT MAPLEWOOD, PLAT No. 4 OF PHASE II, RECORDED IN PLAT BOOK 52, PAGE 55, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 10, OF SAID PLAT; THENCE ALONG THE EAST LINE OF SAID LOT 10, SOUTH 22°00'18" EAST, A DISTANCE OF 76.67 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE ALONG THE SOUTH LINE OF SAID LOT 10, SOUTH 67°59'42" WEST, A DISTANCE OF 20.75 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 22°00'18" EAST, A DISTANCE OF 7.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 7.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE OF LOT 10; THENCE ALONG SAID PARALLEL LINE, SOUTH 67°59'42" WEST, A DISTANCE OF 27.50 FEET; THENCE NORTH 22°00'18" WEST, A DISTANCE OF 7.00 FEET TO A POINT ON SAID SOUTH LINE OF LOT 10; THENCE ALONG SAID SOUTH LINE OF LOT 10, NORTH 67°59'42" EAST, A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 5.525 SQUARE FEET OR 0.127 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS: NONE

IN WITNESS WHEREOF, WE, JAMES A. REIFFEL AND BONNIE G. REIFFEL, DO HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 2025.

WITNESS: _____ BY: _____ JAMES A. REIFFEL
PRINT NAME: _____

WITNESS: _____ BY: _____ BONNIE G. REIFFEL
PRINT NAME: _____

ACKNOWLEDGEMENT

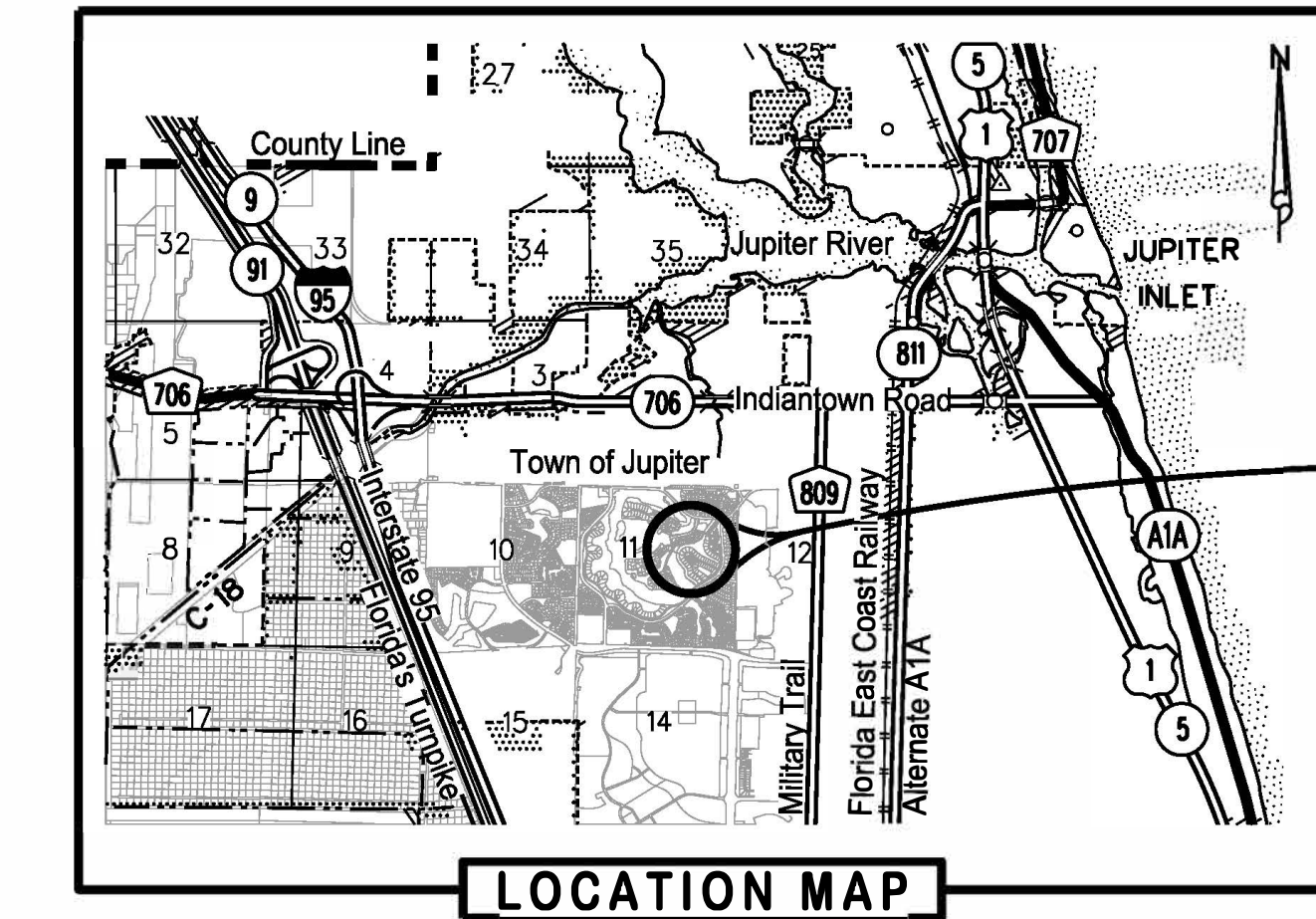
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY JAMES A. REIFFEL AND BONNIE G. REIFFEL, WHO ARE ☐ PERSONALLY KNOWN TO ME OR WHOM HAVE PRODUCED:

_____, (TYPE OF IDENTIFICATION) AS IDENTIFICATION
_____, (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

NOTARY SEAL
NOTARY PUBLIC
PRINT NAME: _____
COMMISSION NUMBER: _____



THE LOXAHATCHEE CLUB HOMEOWNERS' ASSOCIATION, INC. ACCEPTANCE OF RESERVATIONS

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE LOXAHATCHEE CLUB HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, HEREBY ACKNOWLEDGES THAT THERE ARE NO DEDICATIONS TO, NOR ANY MAINTENANCE OBLIGATIONS BEING INCURRED BY, SAID ASSOCIATION AS STATED HEREON, DATED THIS _____ DAY OF _____, 2025.

THE LOXAHATCHEE CLUB HOMEOWNERS' ASSOCIATION, INC.
A FLORIDA CORPORATION NOT-FOR-PROFIT

WITNESS: _____

PRINT NAME: _____

WITNESS: _____ BY: _____ MICHAEL HARTNETT
PRINT NAME: _____ PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY MICHAEL HARTNETT AS PRESIDENT FOR THE LOXAHATCHEE CLUB HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS ☐ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

NOTARY SEAL
NOTARY PUBLIC
PRINT NAME: _____
COMMISSION NUMBER: _____

TITLE CERTIFICATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, _____, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN JAMES A. REIFFEL AND BONNIE G. REIFFEL; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATE: _____ BY: _____
PRINT NAME: _____
FLORIDA BAR NO. _____

TOWN OF JUPITER ACCEPTANCE:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THIS PLAT IS HEREBY APPROVED FOR RECORD PURSUANT TO THE ORDINANCES OF THE TOWN OF JUPITER, AND IN ACCORDANCE WITH SECTION 177.071, FLORIDA STATUTES, THIS _____ DAY OF _____, 2025, AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT WITH THE TOWN OF JUPITER, IN ACCORDANCE WITH SECTION 177.081 (1), FLORIDA STATUTES.

BY: _____ DOUG P. KOENNICKE, P.E.
TOWN ENGINEER

LOXAHATCHEE CLUB AT MAPLEWOOD PLAT No. 33 OF PHASE II, IS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, 2025.

BY: _____ JIM KURETSKI, MAYOR ATTEST: _____ LAURA CAHILL, MBA, CMC
TOWN CLERK

ABBREVIATIONS:

D = CURVE'S DELTA ANGLE
L = CURVE'S ARC LENGTH
C.B. = CURVE'S CHORD BEARING
MON. = MONUMENT
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PCP = PERMANENT CONTROL POINT
PG. = PAGE
PGS. = PAGES
PRM = PERMANENT REFERENCE MONUMENT
W/ = WITH

LEGEND:

▲ = DENOTES FOUND PCP (PERMANENT CONTROL POINT) FOUND PK NAIL & DISK "PCP LB 959"
● = DENOTES SET PRM (PERMANENT REFERENCE MONUMENT) SET 5/8" IRON ROD & METAL CAP "PRM LB 4431"

SURVEYOR & MAPPER'S NOTES:

1.) BEARINGS SHOWN HEREON ARE ASSUMED AND ARE CONSISTENT WITH THE UNDERLYING PLAT OF THE LOXAHATCHEE CLUB AT MAPLEWOOD PLAT No. 4 OF PHASE II AND ARE BASED ON THE BEARING BETWEEN FOUND PERMANENT CONTROL POINTS ALONG BIRKDALE LANE (SEE MAP SHEET) SAID LINE BEARS SOUTH 76°57'17" WEST.

2.) NO STRUCTURE OR BUILDING OR ANY KIND OF LANDSCAPING SHALL BE PLACED ON OR WITHIN ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND THE TOWN ENGINEER.

3.) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

4.) THIS PLAT IS A REPLAT OF A PORTION OF THE PLAT OF LOXAHATCHEE CLUB AT MAPLEWOOD PLAT No. 4 OF PHASE II, AS RECORDED IN PLAT BOOK 52, PAGES 55 AND 56. ALL PREVIOUS PLATTED LOT LINES WITHIN THIS PLAT WILL BE VACATED AND ABANDONED BY THE RECORDING OF THIS PLAT.

5.) IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

6.) A PORTION OF THIS PLAT IS AFFECTED BY A PARTIAL RELEASE OF EASEMENT AND MEMORANDUM AGREEMENT BETWEEN HOTWIRE COMMUNICATIONS, LTD AND JAMES A. REIFFEL AND BONNIE G. REIFFEL RECORDED IN OFFICIAL RECORD BOOK 35417, PAGE 1399, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THIS PARTIAL RELEASE OF EASEMENT AND MEMORANDUM AGREEMENT WAS RECORDED TO EXTINGUISH AND TERMINATE ANY RIGHTS THAT THE GRANTOR HAS PURSUANT TO THAT EASEMENT RECORDED IN OFFICIAL RECORD BOOK 29121, PAGE 37, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR & MAPPER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'s") HAVE BEEN PLACED AS REQUIRED BY LAW, AND, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE TOWN OF JUPITER, FLORIDA.

DATE: _____ BY: _____ KENNETH J. BUCHANAN, P.S.M.
LICENSE NO.: 7202
STATE OF FLORIDA

THE LOXAHATCHEE CLUB HOMEOWNERS' ASSOCIATION, INC.

TOWN ENGINEER

TOWN CLERK

KENNETH J. BUCHANAN
PROFESSIONAL SURVEYOR
AND MAPPER

LIDBERG LAND SURVEYING, INC.
LB4431 3780 BURNS ROAD - SUITE 6
PALM BEACH GARDENS, FLORIDA 33410 TEL. 561-746-8454

CAD.	K:\JUST \ 114142 \ 52-55 \ 24-042 \ 24-042-306 \ 24-042-306.DGN						
REF.							
F.L.D.	—	F.B.	PG.	JOB	24-042-306		
OFF.	CASASUS	—	—	DATE	FEBRUARY 2025		
CKD.	K.J.B.	SHEET	1	OF	2	DWG.	D24-042P

LOXAHATCHEE CLUB AT MAPLEWOOD PLAT No. 33 OF PHASE II

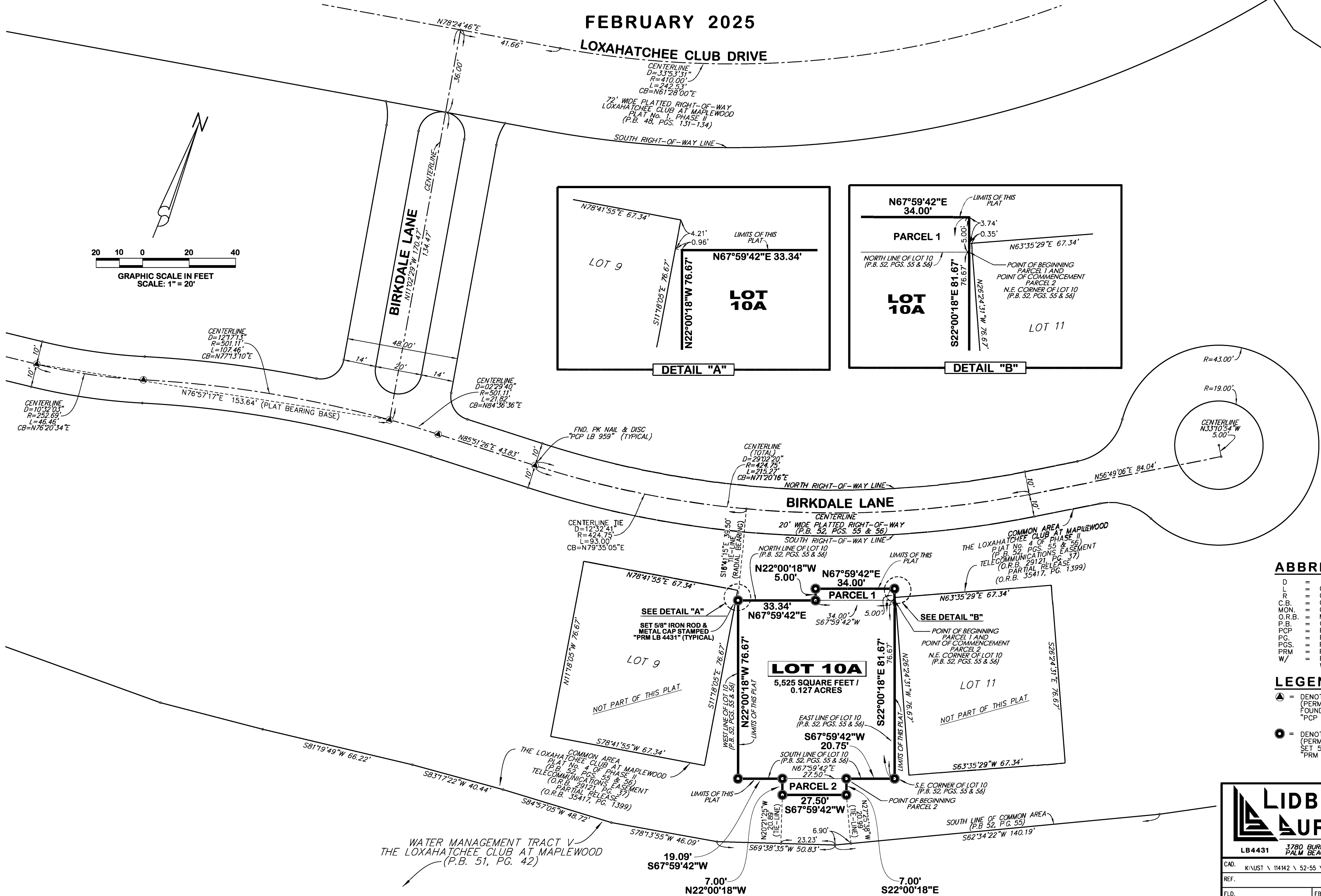
BEING A REPLAT OF LOT 10, AND A PORTION OF THE COMMON AREA,
AS SHOWN ON THE PLAT OF THE LOXAHATCHEE CLUB AT MAPLEWOOD PLAT No. 4 OF PHASE II,
RECORDED IN PLAT BOOK 52, PAGES 55 AND 56, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
LYING IN SECTION 11, TOWNSHIP 41 SOUTH, RANGE 42 EAST
TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA

FEBRUARY 2025

SHEET 2 OF 2

THIS INSTRUMENT WAS PREPARED
BY KENNETH J. BUCHANAN P.S.M.,
IN AND FOR THE OFFICES OF
LIDBERG LAND SURVEYING, INC.,
3780 BURNS ROAD - SUITE 6,
PALM BEACH GARDENS, FLORIDA
33410 TELEPHONE (561) 746-8454

GRAPHIC SCALE IN FEET
SCALE: 1" = 20'



ABBREVIATIONS:

D = CURVE'S DELTA ANGLE
L = CURVE'S ARC LENGTH
R = CURVE'S RADIUS
C.B. = CURVE'S CHORD BEARING
MON. = MONUMENT
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PCP = PLAT BOOK
PG. = PERMANENT CONTROL POINT
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PRM = PERMANENT REFERENCE MONUMENT WITH

LEGEND:

▲ = DENOTES FOUND PCP (PERMANENT CONTROL POINT)
FOUND PK NAIL & DISK "PCP LB 959"
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SET 5/8" IRON ROD & METAL CAP "PRM LB 4431"

LIDBERG LAND SURVEYING, INC.

LB4431 3780 BURNS ROAD - SUITE 6
PALM BEACH GARDENS, FLORIDA 33410 TEL: 561-746-8454

CAD:	K:\JUST \ 114142 \ 52-55 \ 24-042 \ 24-042-306 \ 24-042-306.DGN				
REF:					
FLD:	PG.	JOB	24-042-306		
OFF:	CASASUS	DATE	FEBRUARY 2025		
CKD:	K.J.B.	SHEET	2 OF 2	DWG.	D24-042P

TOWN OF JUPITER
Termination of an Easement at 185 Bears Club Drive



DATE	May 20, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Bears Club:</u> Request to terminate an easement pertaining to a 1.37+/- acre parcel of land located at 185 Bears Club Drive.

EXECUTIVE SUMMARY

Consideration of a resolution authorizing the Mayor to sign a termination of an easement agreement pertaining to a 1.37+/- acre parcel of land located at 185 Bears Club Drive.

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

ANALYSIS

The easement is located on Bear's Club Lot 15A, a vacant single-family lot which abuts the south side of the Town-owned 15-acre Palmwood Preserve located in the northeast corner of the Bears Club PUD. It runs between the Palmwood Preserve and Bear's Club Drive, a private road right of way.

In 2021, the previous owner of Lot 15A entered into an easement agreement with the Bear's Club Development Company, which provides for pedestrian and vehicular ingress, egress and access, underground utilities and drainage over and across a portion of the Lot 15A for the benefit of the owner of the adjacent 15 acre preserve (referred to as "the development parcel" in the easement). At the time the easement was established, the Bear's Club Development Company had aspirations to subdivide and develop the Palmwood Preserve for residential homes.

In 2023, the Bear's Club Founding Partners, LLC conveyed the 15-acre Palmwood Preserve property to the Town, as required by Ordinance #2-22. As a result, the Town is now the beneficiary of the recorded easement agreement.

On December 19, 2023, the Town Council approved a land use amendment and rezoning of the 15-acre Palmwood Preserve to assign a Conservation Future Land Use designation and a Conservation Preservation zoning designation.

The current owner of Lot 15A has requested that the Town terminate the easement. Based on the designations assigned to the Palmwood Preserve, it is limited to uses consistent with the assigned Conservation Future Land Use Designation and Conservation Preservation zoning, and the easement is not considered by staff to be needed by the Town.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 58-25 and Easement Agreement

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Peter Meyer at peterm@jupiter.fl.us or 561-741-2691.

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RESOLUTION NO. 58-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INSTRUMENT TERMINATING AN EASEMENT PERTAINING TO A 1.37+/- ACRE PARCEL OF LAND LOCATED AT 185 BEARS CLUB DRIVE WITHIN THE BEARS CLUB PLANNED UNIT DEVELOPMENT (PUD); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Juno MNCBD LLC, is the owner (“the Owner”) of an approximately 1.37+/- acre parcel of property located at 185 Bear’s Club Drive, Lot 15A with the Bear’s Club PUD (the “subject property”) in the Town of Jupiter, Florida (“Town”); and

WHEREAS, On October 19, 2021, the Bear’s Club Development Co. and Lot 15 Bears Club LLC entered into an easement agreement (“the agreement”), which provides for pedestrian and vehicular ingress, egress and access, underground utilities and drainage over and across a portion of the subject property; and

WHEREAS, at the time of entering into the agreement, the Bear’s Club Founding Partners, LLC was the owner of a 15 acre property referred to within the

1 agreement as the Development Parcel which is located on the northeast corner of
2 the Bear's Club PUD and which abuts the subject property; and

3 **WHEREAS**, On June 20, 2023, Town Council approved an amendment to
4 the Bear's Club Planned Unit Development via Ordinance #2-22 which included
5 Condition #9 requiring that the owner of the 15 acre Development Parcel be
6 conveyed to the Town consistent with Condition #3(d)(1) of Ordinance #12-98 and
7 Resolution #16-98; and

8 **WHEREAS**, On August 14, 2023, the Bear's Club Founding Partners, LLC
9 conveyed the 15 acre Development Parcel to the Town, and as a result, the Town
10 is now the beneficiary of the easement agreement recorded against the subject
11 property; and

12 **WHEREAS**, On December 19, 2023, the Town Council approved a land
13 use amendment and rezoning of the 15 acre Development Parcel, now known as
14 the Palmwood Preserve, to change the land use from Low-Density Residential to
15 Conservation and to change zoning from R-1 Single-Family Residential to CP
16 Conservation Preservation; and

17 **WHEREAS**, the Town intends to maintain the property for uses which are
18 consistent with the assigned Conservation Future Land Use Designation and
19 Conservation Preservation zoning and therefore does not require the agreement;
20 and

21 **WHEREAS**, On March 27, 2025, the subject property was sold to the Owner
22 which is requesting that the agreement be terminated by the Town as set forth in
23 the attached **Exhibit "A"** which is incorporated herein; and

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

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

Section 2. The Town Council hereby authorizes and directs the mayor to
execute the attached termination of easement agreement pertaining to the subject
property, a copy of which is incorporated herein by reference.

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

Attachment: Exhibit "A" – Termination of Easement Agreement

Prepared by & Return to:

James F. Caplan, Esq.
Cohen Norris Wolmer Ray Telepman Berkowitz & Cohen
712 US Highway One, Suite 400
North Palm Beach, FL 33408
Telephone: (561) 844-8266
File No.

SPACE ABOVE THIS LINE FOR RECORDING DATA

Termination of Easement Agreement

This TERMINATION OF EASEMENT AGREEMENT (“**Termination Agreement**”) is made as of _____, 2025, by and between the **TOWN OF JUPITER**, a Florida municipal corporation, whose address is 210 Military Trail, Jupiter, Florida 33458 (“**TOJ**”), and **JUNO MNCBD LLC, a Florida limited liability company**, whose address is 3900 Curlytail Court, Murrysville, PA 15668 (“**Lot 15A Owner**”).

WHEREAS, pursuant to that Special Warranty Deed from The Bears Club’s Founding Partners, LLC, a Florida limited liability company, to TOJ dated August 18, 2023 and recorded on August 22, 2023 in Official Records Book 34511, Page 505 of the Public Records of Palm Beach County, Florida, TOJ is the record title owner of the certain parcel of real property located in Palm Beach County, Florida, and being more particularly described on “**Exhibit A**” attached hereto (“**Benefitted Property**”).

WHEREAS, the Benefitted Property is the same parcel of real property described as the “Development Parcel” is in that certain Easement Agreement dated October 19, 2024 and recorded on October 22, 2021 in Official Records Book 32984, Page 351 of the Public Records of Palm Beach County, Florida (“**Easement Agreement**”) and;

WHEREAS, the Lot 15A Owner is the record title owner of the certain parcel of real property located in Palm Beach County, Florida, and being more particularly described on “**Exhibit B**” attached hereto (“**Lot 15A**”) and;

WHEREAS, the Easement Agreement established and granted to the owner of the Benefitted Property an easement for pedestrian and vehicular ingress, egress, access, underground utilities, and drainage over, and across a portion of Lot 15A and more particularly described as the “Access Easement Area” in the Easement Agreement, which Assess Easement Area’s description is incorporated herein by reference and;

WHEREAS, the Benefitted Property has been designated as an upland preserve and conservation area; and

WHEREAS, the TOJ and Lot 15A Owner have agreed to terminate the Easement Agreement.

NOW, THEREFORE, WITNESSETH THAT for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the TOJ and LOT 15A Owner hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. The TOJ and Lot 15A Owner hereby agree to terminate the Easement Agreement and hereby .
3. Following the execution of the Termination Agreement, it shall be recorded in the public records of Palm Beach County.
4. This Termination Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered shall constitute an original and one and the same document.

[Remainder of page intentionally left blank – Signature pages to follow]

**TOWN OF JUPITER, FLORIDA,
a Florida municipal corporation**

By: _____
Jim Kuretski, Mayor

Attest:

Laura Cahill, Town Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____, 2025, by **Jim Kuretski, as Mayor of the Town of Jupiter, a Florida municipal corporation**, who ☐ is personally known to me or ☐ has produced _____ as identification.

SEAL

Notary Public

My Commission Expires: _____
Printed Notary Name: _____

JUNO MNCBD LLC, a Florida limited liability company

By: MARK A. KAFOREY LEGACY TRUST, its Manager

By: _____
Mark Kaforey, as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____, **2025**, by **Mark Kaforey, as Trustee of MARK A. KAFOREY LEGACY TRUST, as Manager of JUNO MNCBD LLC, a Florida limited liability company**, who ☐ is personally known to me or ☐ has produced _____ as identification.

SEAL

Notary Public

My Commission Expires: _____

Printed Notary Name: _____

EXHIBIT "A"

A parcel of land being a portion of Tract "PR9", Upland Preserve, as shown on the Plat of Bear's Club Replat, a P.U.D., as recorded in Plat Book 106, Pages 33 through 53, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the most Northeasterly corner of said Tract "PR9"; thence along the Easterly line of said Tract "PR9" for the following six courses: South 08°24'07" East, a distance of 26.42 feet to a point of curvature of a curve concave Easterly, having a radius of 2904.93 feet; Thence Southerly along the arc of said curve, through a central angle of 14°22'02", a distance of 728.43 feet to a tangent line; Thence South 22°46'09" East, a distance of 111.82 feet; Thence North 88°52'50" West, a distance of 117.78 feet; Thence South 01°06'49" West, a distance of 130.00 feet; Thence South 01°07'10" West, a distance of 83.68 feet to a corner on the Southerly line of said Tract "PR9"; Thence along said Southerly line of said Tract "PR9"; North 88°29'09" West, a distance of 610.44 feet to a point on the West line of Section 20, Township 41 South, Range 43 East, Palm Beach County, Florida and as shown on the aforesaid Plat of Bear's Club Replat, a P.U.D.; thence along said West line of Section 20, North 01°07'40" East, a distance of 1183.23 feet to a corner in the Westerly line of aforesaid Tract "PR9"; thence continue along said West line of Section 20 and along the said Westerly line of Tract "PR9", North 01°07'40" East, a distance of 75.36 feet to a corner in the Northerly line of said Tract "PR9"; thence along said Northerly line for the following four courses: South 88°53'15" East, a distance of 150.03 feet; thence South 87°42'01" East, a distance of 170.01 feet; thence South 01°07'52" West, a distance of 220.00 feet; thence South 88°18'42" East, a distance of 149.55 feet to the Point of Beginning.

AND

A parcel of land being all of Reserve Tract "OB", as shown on the Plat of Bear's Club Replat, a P.U.D., as recorded in Plat Book 106, Pages 33 through 53, Public Records of Palm Beach County, Florida.

EXHIBIT "B"

Lot 15A, Bear's Club Replat of Lot 15, a P.U.D., according to the Plat thereof as recorded in Plat Book 132, Page 150, Public Records of Palm Beach County, Florida.

TOWN OF JUPITER
Amendment 1 to Florida Department of Environmental Protection Grant for the Town-Wide Vulnerability Assessment



DATE	May 20, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 65-25: Approving Amendment 1 to Florida Department of Environmental Protection (FDEP) Grant 24PLN04 for the Town-Wide Flood Vulnerability Assessment (W2331)

EXECUTIVE SUMMARY

Resolution 65-25 provides for approval of Amendment 1 to FDEP Grant 24PLN04 currently underway to complete the Town-Wide Flood Vulnerability Assessment (VA). The amendment adjusts grant deliverable deadlines, revises standard language in the Agreement and replaces FDEP forms and exhibits following updates from the State's Office of General Counsel and Resilient Florida program.

In April 2024, the cost-reimbursement grant agreement was approved by Town Council under Resolution 46-24. The VA study has been underway since May 2024 and must be completed in accordance with Section 380.093 of the Florida Statutes. This grant-funded study is enabling the Town to model, analyze, and identify flooding vulnerabilities associated with impacts from increased frequency and duration of rainfall events and sea level rise. Model results will be compared with critical assets throughout the Town to identify those assets most at risk in the modeled flood scenarios and proactively develop adaptation and mitigation strategies. Once the study is complete and accepted by the FDEP, additional grant funding opportunities to implement community investments to reduce flood risk are expected to become available to the Town through the Resilient Florida program.

Town staff have reviewed the amendment and take no exception to the revisions as they do not alter the scope of work, required deliverables or cost to complete the VA. While grant deliverable deadlines have been adjusted, the project remains on schedule to be completed later this year, with results presented to the Town Council during a round table discussion in September 2025. The proposed Amendment and a comparison report between the original Agreement and Amendment 1 are included as attachments to this summary, along with the previously approved and executed grant Agreement. Within the comparison report, insertions of new text are highlighted in blue and replacement of prior text is highlighted in yellow. Selecting yellow highlighted areas with an electronic mouse should enable the original text to be viewed.

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

ANALYSIS

Approval of Amendment 1 to FDEP Grant 24PLN04 Town-Wide Flood Vulnerability Assessment (VA) is requested. The amendment adjusts grant deliverable deadlines, revises standard language in the Agreement and replaces FDEP forms and exhibits following updates from the State's Office of General Counsel and Resilient Florida program. Amendment 1 will implement the revisions to the current grant agreement with no impact on the scope of work, required deliverables or cost to complete the VA, which is on schedule to be presented to Town Council during a roundtable discussion in September 2025.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 65-25
2. Amendment No. 1 to FDEP Agreement No. 24PLN04
3. Comparison Report Between Executed Grant Agreement and Amendment No. 1 for Grant 24PLN04
4. Executed Grant Agreement 24PLN04 between FDEP and the Town of Jupiter for the Town of Jupiter Comprehensive Vulnerability Assessment

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 and/or 561-741-2469.

RESOLUTION 65-25**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO GRANT AGREEMENT 24PLN04 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND THE TOWN OF JUPITER TO COMPLETE A TOWN-WIDE, COMPREHENSIVE VULNERABILITY ASSESSMENT**

WHEREAS, the State of Florida's Department of Environmental Protection (FDEP) offers grants through the Resilient Florida Program to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation to address the impacts of flooding and sea level rise the state faces; and

WHEREAS, in April 2024, by Resolution 46-24, the Jupiter Town Council agreed to enter into a cost reimbursement grant agreement (24PLN04) with the FDEP to complete a Town-wide Vulnerability Assessment (VA) in accordance with Florida Statute 380.093; and

WHEREAS, FDEP has provided the Town with Amendment No. 1 to Grant Agreement 24PLN04 modifying deliverable deadlines, standard language, forms and exhibits of the executed Agreement, following updates from the State's Office of General Counsel and Resilient Florida program; and

WHEREAS, revisions to Grant Agreement 24PLN04 between FDEP and the Town of Jupiter will occur by executing Amendment No. 1.

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

Section 1. The Town Council of the Town of Jupiter, Florida deems that it is in the best interest of the Town to accept Amendment No. 1 to Grant Agreement 24PLN04 with FDEP.

Section 2. The Mayor is authorized and directed to execute said grant agreement on behalf of the Town.

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

5/20/2025

**AMENDMENT NO. 1
TO AGREEMENT NO. 24PLN04
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF JUPITER**

This Amendment to Agreement No. 24PLN04 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Town of Jupiter (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Town of Jupiter Comprehensive Vulnerability Assessment (Project), effective May 6, 2024; and,

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit H, and Exhibit I following updates from the Office of the General Counsel and resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	
Name:	Carson Norris
Address:	3900 Commonwealth Blvd.
	MS #230
	Tallahassee, FL 32399
Phone:	850-245-3150
Email:	Carson.Norris@FloridaDEP.gov

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Standard Terms and Conditions. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
7. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.
8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.
9. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.
10. Exhibit I, Vulnerability Assessment Compliance Checklist Certification, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification, as attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification.
11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

TOWN OF JUPITER

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Jim Kuretski, Mayor
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (5 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised Vulnerability Assessment Compliance Checklist Certification (1 page)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1-A

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4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1-A

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1-A

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1-A

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 24PLN04**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Jupiter Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

Attachment 2

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according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN04**

ATTACHMENT 3-A

PROJECT TITLE: Town of Jupiter Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the Town of Jupiter within Palm Beach County, Florida.

PROJECT DESCRIPTION:

The Town of Jupiter (Grantee) will complete the Town of Jupiter Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include a public presentation to share the findings of the final VA and recommendations with the Grantee's local governing board.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. This is a no cost deliverable.

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a

VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and

- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the “Conduct Steering Committee Meetings” and “Peril of Flood Compliance” tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department’s Grant Manager prior to submitting any subsequent deliverables. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting

periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$6,956	\$0	\$6,956	7/1/2023	7/31/2024
3	Acquire Background Data	Contractual Services	\$48,421	\$0	\$48,421	7/1/2023	11/30/2024
4	Exposure Analysis	Contractual Services	\$117,942	\$0	\$117,942	7/1/2023	7/31/2025
5	Sensitivity Analysis	Contractual Services	\$46,782	\$0	\$46,782	7/1/2023	8/31/2025
6	Identify Focus Areas	Contractual Services	\$13,784	\$0	\$13,784	7/1/2023	9/31/2025
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$15,180	\$0	\$15,180	7/1/2023	12/31/2025
8	Public Presentation	Contractual Services	\$10,773	\$0	\$10,773	7/1/2023	3/31/2026
Total:			\$259,838	\$0	\$259,838		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements**

Attachment 4-A

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-A

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-A

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	\$259,838.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$259,838.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM**

The current **Exhibit A-1, Revised Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN04

Project Title: Town of Jupiter Comprehensive Vulnerability Assessment

Grantee: Town of Jupiter

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I-1**

REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

4/10/2025 1:30:32 PM

Compare Results

Old File:

**W2331 FDEP Executed Grant 24PLN04
COMPREHENSIVE VA 2024-5-7.pdf**

43 pages (1.40 MB)
10/17/2024 9:48:56 AM

versus

New File:

**24PLN04 A1 - Town of Jupiter Comprehensive
Vulnerability Assessment - For Execution.pdf**

39 pages (653 KB)
4/10/2025 10:51:30 AM

Total Changes

215

Text only comparison

Content

107 Replacements

42 Insertions

66 Deletions

Styling and
Annotations

0 Styling

0 Annotations

Go to First Change (page 1)

 AMENDMENT NO. 1
TO AGREEMENT NO. 24PLN04
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF JUPITER

This Amendment to Agreement No. 24PLN04 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Town of Jupiter (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Town of Jupiter Comprehensive Vulnerability Assessment (Project), effective May 6, 2024; and,

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit H, and Exhibit I following updates from the Office of the General Counsel and resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Carson Norris
Address: 3900 Commonwealth Blvd.
MS #230
Tallahassee, FL 32399
Phone: 850-245-3150
Email: Carson.Norris@FloridaDEP.gov

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Standard Terms and Conditions. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
7. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.
8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.
9. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.
10. Exhibit I, Vulnerability Assessment Compliance Checklist Certification, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification, as attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification.
11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

TOWN OF JUPITER

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Jim Kuretski, Mayor

Print Name and Title

Alex Reed, Director

Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (5 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised Vulnerability Assessment Compliance Checklist Certification (1 page)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for **invoice payments** and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier **Development**, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 24PLN04**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Jupiter Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

Attachment 2

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according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808. 

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN04**

ATTACHMENT 3-A

PROJECT TITLE: Town of Jupiter Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the Town of Jupiter within Palm Beach County, Florida.

PROJECT DESCRIPTION:

The Town of Jupiter (Grantee) will complete the Town of Jupiter Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include a public presentation to share the findings of the final VA and recommendations with the Grantee's local governing board.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. This is a no cost deliverable.

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a

VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and

- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the “Conduct Steering Committee Meetings” and “Peril of Flood Compliance” tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department’s Grant Manager prior to submitting any subsequent deliverables. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting

periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$6,956	\$0	\$6,956	7/1/2023	7/31/2024
3	Acquire Background Data	Contractual Services	\$48,421	\$0	\$48,421	7/1/2023	11/30/2024
4	Exposure Analysis	Contractual Services	\$117,942	\$0	\$117,942	7/1/2023	7/31/2025
5	Sensitivity Analysis	Contractual Services	\$46,782	\$0	\$46,782	7/1/2023	8/31/2025
6	Identify Focus Areas	Contractual Services	\$13,784	\$0	\$13,784	7/1/2023	9/31/2025
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$15,180	\$0	\$15,180	7/1/2023	12/31/2025
8	Public Presentation	Contractual Services	\$10,773	\$0	\$10,773	7/1/2023	3/31/2026
Total:			\$259,838	\$0	\$259,838		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements**

Attachment 4-A

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends **\$1,000,000** or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than **\$1,000,000** in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than **\$1,000,000** in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from **non-federal entities**).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-A

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-A

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and **time** the reporting package was delivered to the recipient **and any** correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the **resources** awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	\$259,838.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$259,838.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. **Program Deliverable Acceptance and Disclaimer.** The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. **Sunshine Law Compliance.** As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. **Sea Level Impact Projection Study Requirement.** If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. **Permits.** The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. **Match Expenditure Monitoring.** For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A-1, Revised Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN04

Project Title: Town of Jupiter Comprehensive Vulnerability Assessment

Grantee: Town of Jupiter

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I-1**

REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Town of Jupiter Comprehensive Vulnerability Assessment	Agreement Number: 24PLN04
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2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: Town of Jupiter	Entity Type: Local Government
Grantee Address: 210 Military Trail, Jupiter, Florida 33458-5786	FEID: 59-6033967 (Grantee)

3. Agreement Begin Date: 7/1/2023	Date of Expiration: 6/30/2026
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Palm Beach County, Florida
Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 259,838.00	☒ State ☐ Federal	FY 23-24 GAA Line Item #1820	\$ 259,838.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 259,838.00

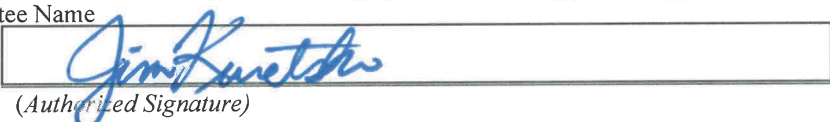
6. Department's Grant Manager Name: Maxwell Farfan or successor Address: Resilient Florida Program 3900 Commonwealth Boulevard, MS230 Tallahassee, Florida 32399 Phone: 850-245-2009 Email: Maxwell.Farfan@FloridaDEP.gov	Grantee's Grant Manager Name: Rebecca Wilder or successor Address: Town of Jupiter 17403 Central Boulevard Jupiter, Florida 33458 Phone: 561-741-2635 Email: RebeccaW@Jupiter.FL.US
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

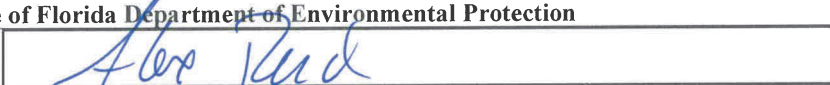
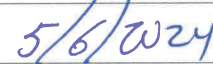
☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Jupiter	GRANTEE
Grantee Name	
By 	
(Authorized Signature)	Date Signed

Jim Kuretski, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection	DEPARTMENT
By 	
Secretary or Designee	Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures



DEP Grant Manager, Maxwell Farfan



DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. **Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

Attachment 1

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The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

Attachment 1

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- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

Attachment 1

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15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

Attachment 1

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37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN04**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Jupiter Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Attachment 2

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Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN04**

ATTACHMENT 3

PROJECT TITLE: Town of Jupiter Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the Town of Jupiter within Palm Beach County, Florida.

PROJECT DESCRIPTION:

The Town of Jupiter (Grantee) will complete the Town of Jupiter Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include a public presentation to share the findings of the final VA and recommendations with the Grantee's local governing board.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a

VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and

- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to

address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$6,956	\$0	\$6,956	7/1/2023	7/31/2024
3	Acquire Background Data	Contractual Services	\$48,421	\$0	\$48,421	7/1/2023	11/30/2024
4	Exposure Analysis	Contractual Services	\$117,942	\$0	\$117,942	7/1/2023	3/31/2025
5	Sensitivity Analysis	Contractual Services	\$46,782	\$0	\$46,782	7/1/2023	6/30/2025
6	Identify Focus Areas	Contractual Services	\$13,784	\$0	\$13,784	7/1/2023	7/31/2025
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$15,180	\$0	\$15,180	7/1/2023	8/31/2025
8	Public Presentation	Contractual Services	\$10,773	\$0	\$10,773	7/1/2023	3/31/2026
Total:			\$259,838	\$0	\$259,838		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$	State Appropriation Category
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$	State Appropriation Category

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$259,838.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project’s completion date.
8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 24PLN04

TOWN OF JUPITER COMPREHENSIVE VULNERABILITY ASSESSMENT

Town of Jupiter

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 24PLN04

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 24PLN04

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: **24PLN04**

Project Title: **Town of Jupiter Comprehensive Vulnerability Assessment**

Grantee: **Town of Jupiter**

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: 24PLN04

Project Title: Town of Jupiter Comprehensive Vulnerability Assessment

Grantee: Town of Jupiter

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. <i>(if applicable)</i> ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

Exhibit I

1 of 3

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. (if applicable)	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. (to the extent practicable)	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (check one, if applicable) ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. (if applicable)	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. (optional, but must provide additional detail if included)	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. (to the extent practicable but required if item e is noncoastal)	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. (if applicable)	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. (required if item e is noncoastal)	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. (to the extent practicable)	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☒	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. (if checked, provide Department approval).	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

24PLN04	Town of Jupiter

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

TOWN OF JUPITER
Purchase Order to Fierce Construction for Interior Office Alterations



DATE	May 20, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Approving a purchase order to Fierce Construction for interior office alterations in the amount of \$99,500.

EXECUTIVE SUMMARY

Consideration of a purchase order for the interior alteration of department offices by Fierce Construction in an amount not to exceed \$99,500.

ANALYSIS

The project scope includes the demolition of a portion of existing ceiling grid and the construction of four offices to include doors, walls, finishes, lighting, HVAC, and fire protection.

Town staff worked with Song & Associates, the architects of the new town hall building, to redesign the existing office space to meet the needs of the department. Song & Associates prepared an architectural plan, electrical plan, fire protection plan and mechanical plan (Attachment 3). Pending contract approval with Fierce Construction for the construction of the new offices, Song & Associates will continue to assist with permitting and ensuring the work is consistent with their plans.

Staff solicited bids for the project on Demand Star and received a total of eight (8) bids. The bids were opened on Thursday, April 17, 2025, and can be found in the attached Bid Tabulation Sheet (Attachment 1). Town Staff reviewed all bids and Fierce Construction was determined to be the most responsive and responsible bidder with a total bid amount of \$99,500.00 (Attachment 2). Headway Construction, LLC, was the lowest bidder with a total bid amount of \$81,300; however, they were unable to provide references for a project of a similar scope completed within the last year, resulting in their bid being rejected. Fierce Construction provided references for successfully completed projects of a similar scope and nature within the last year, and Town Staff received positive feedback regarding the quality and timeliness of their work. Fierce Construction is currently working with the Town to complete a project with the Information Systems Department at Cinquez Park, and Town Staff has had a positive experience working with them thus far.

In order to proceed with the project, staff requests Town Council approval to award Fierce Construction a purchase order in the amount of \$99,500.00 to complete the interior office alterations and to authorize the Town Manager to execute the contract.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Bid Tabulation
2. Fierce Construction Bid
3. Office Plans

FUNDING SOURCE

Approved in Budget \$125,000.00

Sources: 2025 Planning and
Zoning Operating Budget
00133015-534000

Additional Funding Requested \$

Sources:

For more information or copies of the attachments, please contact Jenna Johnston at
jennaj@jupiter.fl.us or 561-741-2589.



TOWN OF JUPITER ITB BID TABULATION

CALL TO ORDER: 3:00pm
 BID Title: Planning and Zoning Offices Interior Alteration
 BID #: PZ 2025-02

OPENING DATE AND TIME: April 17, 2025 at 3:00 PM
 LOCATION: Town of Jupiter Community Room
 IN ATTENDANCE: Stephanie Proffer,
Stephanie Thoburn, Joseph Dray,
Jenna Johnston

<u>VENDOR</u>	<u>TOTAL BID PRICE</u>	<u>Alternative</u>	<u>BID BOND</u>
Meadway Construction, LLC	\$81,300.00	—	✓
Ralph Della-Piedra, Inc	\$179,388.00	—	✓
Fierce Construction	\$99,500.00	—	✓
E+F Florida Enterprises, Inc.	\$119,300.00	—	✓
D/B/A Creative Contracting Group	\$112,970.00	—	✓
Joe Schmidt Construction, Inc.	\$139,634.80	—	✓
Mueller Construction and Management Co.	\$137,116.58	—	✓
Mangonia Construction Group, LLC	\$107,860.00	—	✓
Perez-Baroto Construction LLC			
D/B/A True build Group			

Apparent low bidder: Meadway Construction, LLC

Bid Closing time: 3:10pm

**BID CHECKLIST
PLANNING AND ZONING OFFICES INTERIOR ALTERATION
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA
CONTRACT NO. PZ 2025-02**

Bidders Name: Fierce Construction

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.

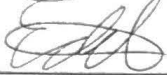
14. Acknowledge receipt of any and all Addenda.

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.

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.

CORRECT LEGAL NAME OF BIDDER:



(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: Managing Member, Fierce ConstructionTYPED/PRINTED NAME OF
AUTHORIZED AGENT: Edel OrtegaADDRESS: 753 Dakota Dr, Jupiter FL 33458PHONE NO: (786) 236-2955FEDERAL ID NUMBER OR SOCIAL
SECURITY NUMBER OF BIDDER:FEIN: 86-3386519

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.	_____	NOT APPLICABLE			_____
D.	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____
				TOTAL:	_____

(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
PLANNING AND ZONING OFFICES INTERIOR ALTERATION
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA
CONTRACT NO.: PZ 2025-02

DATE
SUBMITTED: 04/16/25
BIDDERS NAME: Fierce Construction

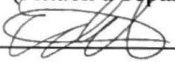
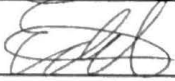
1. The undersigned Bidder, hereby warrants and affirms under oath and penalty of perjury that the only person(s) who has a financial interest in the Bid as Principal(s) is/are expressly named herein; that no other person(s) other than those listed herein has any financial interest in this Bid or in the 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					
100-1	Demolition of ceiling grid in accordance with the Contract Documents.	LS	1	\$7,100	\$7,100
Unit Price Written in Words: seven thousand one hundred dollars and no cents					
100-2	Construction of Planning and Zoning offices in accordance with the Contract Documents.	LS	1	\$82,300	\$82,300
Unit Price Written in Words: eighty two thousand three hundred dollars and no 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	\$10,000	\$10,000
Unit Price Written in Words: Ten Thousand Dollars and No Cents					
GRAND TOTAL PRICE FOR CONTRACT			\$ 99,500.00		
WRITTEN AMOUNT: ninety-nine thousand five hundred 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 (\$ 5% of contract) as required by the Instructions to Bidders.
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:	<u>Fierce Construction</u>
ADDRESS	<u>753 Dakota Dr, Jupiter FL 33458</u>
FEID OR SOCIAL SECURITY NUMBER	<u>86-3386519</u>
LICENSE NUMBER	<u>CGC1531057</u>
STATE OR COUNTY:	<u>Florida</u>
LICENSE TYPE:	<u>General Contractor</u>
	<u>(Attach a copy of License)</u>
LICENSE LIMITATIONS, IF ANY:	<u>(Attach a separate sheet of limitations, if necessary)</u>
LICENSEE SIGNATURE:	<u></u>
BIDDER'S NAME:	<u>Edel Ortega</u>
BIDDER'S SIGNATURE:	<u></u>
BIDDER'S ADDRESS:	<u>753 Dakota Dr, Jupiter FL 33458</u>
BIDDER'S PHONE NUMBER:	<u>786-236-2955</u>
BIDDER'S FAX NUMBER:	<u>N/A</u>

ADDENDUM ACKNOWLEDGEMENT (If necessary)

The Bidder has received Addendum No. 1, dated 4/4/2025

The Bidder has received Addendum No. 2, dated 4/11/25

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.

Edel Ortega



(Signature)

Fierce Construction LLC
753 Dakota Dr, Jupiter FL 33458

(Address)

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

(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.

(Name of Corporation)

(President)

(Address)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within Bond; that _____, who signed the said Bond on behalf of the principal, was then 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.

Secretary

(Corporate Seal)

N/A

LLC

BID BOND

COUNTY OF Palm Beach County RFB No. PZ 2025-02
STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, Fierce Construction LLC, as Principal and Merchants National Bonding Inc., as Surety, are held and firmly bound unto Town of Jupiter in the penal sum of \$ Five Percent of Bid Amount 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 April 17, 2025, for the Contract and Specifications for the Bid Number PZ 2025-02 Planning and Zoning Offices Interior Alteration.

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 17 day of April, 2025, 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:

 Edel Ortega By: Michael Grammatico 
 (Individual Principal) (Witness)
753 Dakota Dr. Jupiter FL 33458
 (Business Address)

 (Individual Principal) By: _____
 (Witness)

 (Business Address)

IF A CORPORATION, ATTEST:

(Corporate Seal)

 (Corporate Principal) By: _____

 (Business Address)

 (President) By: _____
 (Secretary)

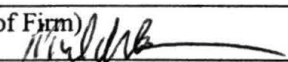
ATTEST:

(Corporate Seal)

 (Corporate Principal) By: _____

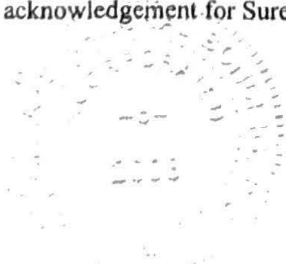
 (Business Address)

 By: _____
 (Secretary)

Surety: Merchants National Bonding Inc.
 (Name of Firm)
 By: 
 Title: Attorney-In-Fact & Agent

Address for Notices:
6700 Westown Parkway
West Des Moines, Iowa 50266
(800) 678-8171

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



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Mark Kowalski

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

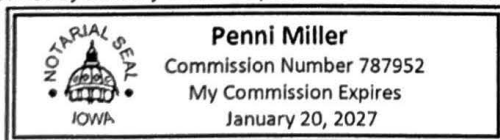
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17 day of April, 2025.



Elisabeth Sandersfeld

Secretary

POA 0018 (6/24)

**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. ITB 2025-02-0-2025
2. This sworn statement is submitted by Fierce Construction
(Name of entity submitting sworn statement)
 Whose business address is 753 Dakota Dr Jupiter FL 33458
 (if applicable) its Federal Employer Identification Number (FEID) is 86-3386519
 (if the entity has no FEID, include the Social Security Number (SSAN) of the individual signing this sworn statement _____ (SSAN))
3. My name is Edel Ortega and my relationship
(Please print name of individual signing this form)
 to the entity named above is managing member
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.)

 X 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.

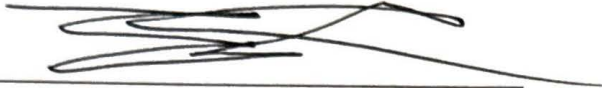
 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to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

4/15/25

(Date)

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

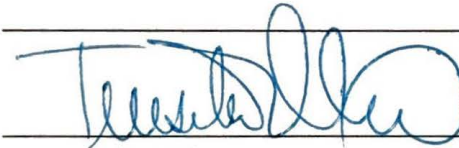
15th Day of April 2025

Personally known

EDEL ORTEGA

Produced
identification

Notary Public, State
of FLORIDA



My commission
expires

6/23/2029

(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 its 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: Edel Ortega
 Address: 753 Dakota Dr
 City: Jupiter State: Florida Zip: 33458
 Signature:  Date: 4/8/2025

NON-CERTIFICATION:

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

CERTIFIED RESOLUTION

I, Edel Ortega (Name), the duly elected Secretary of
 Owner _____ (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 _____ (Name)" The duly elected
 _____ (Title of Officer) of _____ (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

LLC

Given under my hand and the Seal of the said corporation this _____ day of
 _____, 20__.

(SEAL) By: _____ Secretary _____ 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

4/8/2025

 Name and Title of Signer (Please Type) Edel Ortega, Managing Member

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: Fierce Construction

NAME: Edel Ortega

ADDRESS: 753 Dakota Dr, Jupiter FL 33458

Corporation
Partnership
Individual
Other LLC

TELEPHONE NO. 786-236-2955

FAX NO. N/A

E-MAIL ADDRESS: edel@fcgc-fl.com

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: Fierce Construction
The address of the principal place of business is: 753 Dakota Dr, Jupiter FL 33458

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

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent:

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

- a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Limited Liability Company (LLC)

Edel Ortega, 753 Dakota Dr Jupiter FL 33458, 100% Owner/Managing Member

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

4

a. Under what other former names has your organization operated?

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.

General Contractor, CGC1531057

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) _____

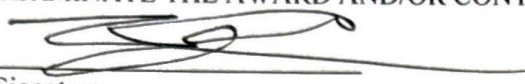
11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

None

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.

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.


Signature

State of FLORIDA
County of MIAMI DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of April, 2025 By EDEL ORTEGA of FIERCE CONSTRUCTION, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,


NOTARY PUBLIC



TERESITA OLIVA

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

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): Fierce Construction

ADDRESS: 753 Dakota Dr, Jupiter FL 33458

TELEPHONE NO: () 786-236-2955

CONTACT PERSON: Edel Ortega

TITLE: Managing Member

NUMBER OF YEARS IN BUSINESS: 4

ADDRESS OF NEAREST FACILITY: 753 Dakota Dr Jupiter FL 33458

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

1. COMPANY NAME: CHEMTECH
 ADDRESS: 7397 COMMERCIAL CIRCLE FT PIERCE FL
 TELEPHONE NO: () 631-404-8544
 CONTACT PERSON: Joseph Giammalvo
 TITLE: Board Member
 DATE PRODUCTS SOLD: 07/2024

2. COMPANY NAME: Access Medical
 ADDRESS: 5151 Corporate Way, Jupiter, FL 33458
 TELEPHONE NO: () 772-631-9463
 CONTACT PERSON: David Hawn
 TITLE: Operations and Workflow Manager
 DATE PRODUCTS SOLD: 3/27/2025

3. COMPANY NAME: Salt Unlimited Holdings LLC
 ADDRESS: 3079 E Commercial Blvd Fort Lauderdale, FL 33308
 TELEPHONE NO: () (954) 415-1657
 CONTACT PERSON: MICHAEL MOZZICATO
 TITLE: Owner
 DATE PRODUCTS SOLD: 11/27/2024



Ron DeSantis, Governor

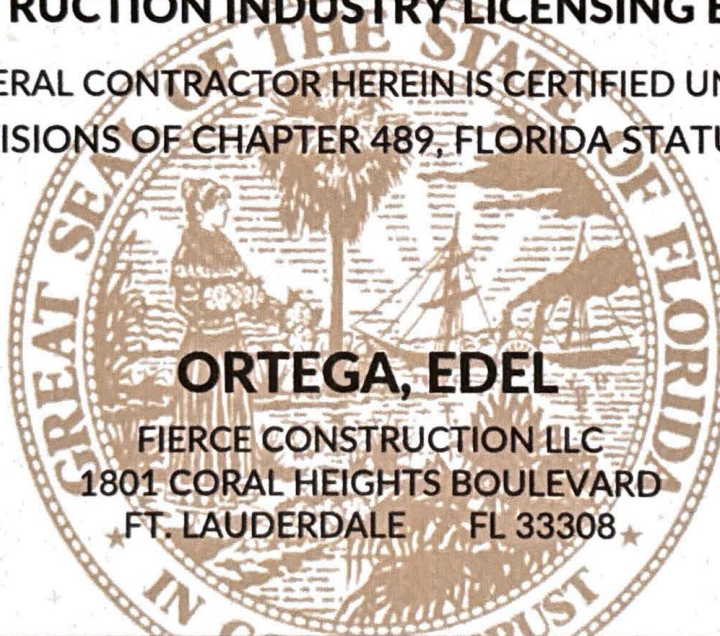
Julie I. Brown, Secretary



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



ORTEGA, EDEL

FIERCE CONSTRUCTION LLC
1801 CORAL HEIGHTS BOULEVARD
FT. LAUDERDALE FL 33308

LICENSE NUMBER: CGC1531057

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

JUPITER TOWN HALL - P&Z

PLANNING & ZONING SUITE RENOVATIONS

210 Military Trail, Jupiter, FL 33458

DRAWING SHEET INDEX				
SHEET NO.	SHEET TITLE	ISSUE DATE	REVISION NO.	REVISION DATE
GENERAL				
--	COVER	03/14/25		
LIFE SAFETY				
LS-201	LIFE SAFETY OVERALL FIRST FLOOR	03/14/25		
ARCHITECTURAL				
A-210	PLANNING-ZONING PLANS, SCHEDULES, & DETAILS	03/14/25		
FIRE PROTECTION				
F001	GENERAL NOTES-FIRE PROTECTION	03/14/25		
FD101.1	FIRST FLOOR PLAN-DEMO-FIRE PROTECTION	03/14/25		
F101.1	FIRST FLOOR PLAN-WEST-FIRE PROTECTION	03/14/25		
F501	DETAILS - FIRE PROTECTION	03/14/25		
MECHANICAL				
M001	LEGEND, NOTES, ABBREVIATIONS-H.V.A.C.	03/14/25		
MD101	FIRST FLOOR PLAN-DEMO- H.V.A.C.	03/14/25		
M101	OVERALL FIRST FLOOR PLAN-H.V.A.C.	03/14/25		
M101.1	FIRST FLOOR PLAN-WEST-H.V.A.C.	03/14/25		
M501	DETAILS & SCHEDULES- H.V.A.C.	03/14/25		
ELECTRICAL				
E001	GENERAL NOTES-ELECTRICAL	03/14/25		
E002	SPECIFICATIONS-ELECTRICAL	03/14/25		
ED201	FIRST FLOOR PLAN-EAST-POWER	03/14/25		
E101	OVERALL FIRST FLOOR PLAN-ELECTRICAL	03/14/25		
E201	ENLARGED FLOOR PLANS-ELECTRICAL	03/14/25		
E501	DETAILS - ELECTRICAL	03/14/25		



S + A Project No. 24070

CONSULTANTS

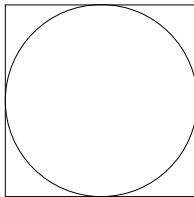
MEP ENGINEERS
CMTA, A LEGENCE COMPANY
600 SOUTH ORLANDO AVE.,
MAITLAND, FL 32751
TEL. (772) 468-1165

宋
Song + Associates
Architecture • Planning • Interior Design

CONSTRUCTION DOCUMENTS
03/14/2025

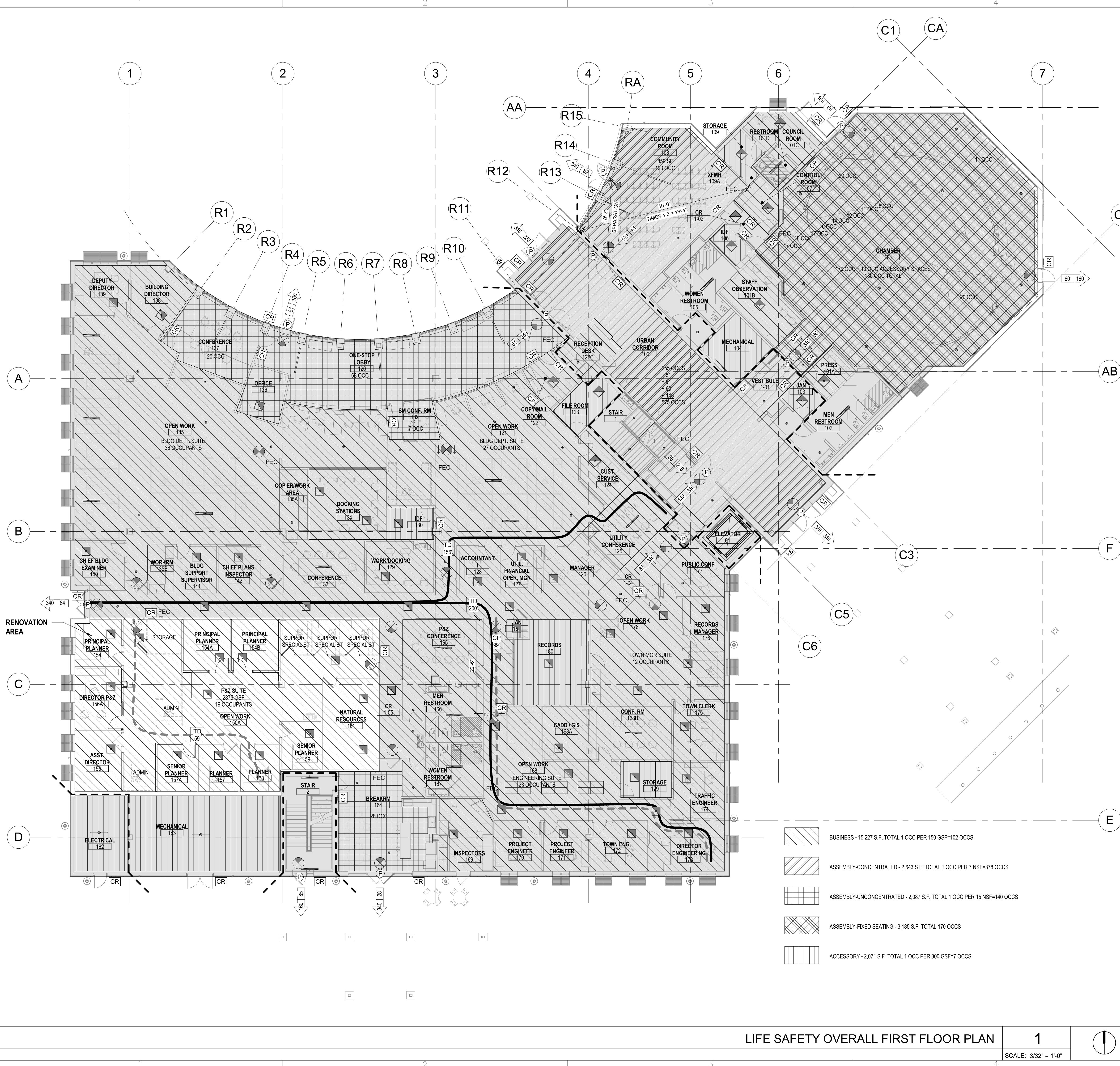
TO THE BEST OF MY KNOWLEDGE, THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLETE AND COMPLY WITH "THE FLORIDA BUILDING CODE", THE "FLORIDA FIRE PREVENTION CODE", AND OTHER APPLICABLE CODES AND REGULATIONS. AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH FBC CH. 105 AND 633 FLORIDA STATUTES.

SET NO.



Seal :
Digitally signed by
Robert M. Castrovinci
Date: 2025.03.14 10:58:41-04'00'
Name : ROBERT M. CASTROVINCI
License # : AR98054

DATE: 10/14/2025 2:50:46 PM



	BUSINESS - 15,227 S.F. TOTAL 1 OCC PER 150 GSF=102 OCCS
	ASSEMBLY-CONCENTRATED - 2,643 S.F. TOTAL 1 OCC PER 7 NSF=378 OCCS
	ASSEMBLY-UNCONCENTRATED - 2,087 S.F. TOTAL 1 OCC PER 15 NSF=140 OCCS
	ASSEMBLY-FIXED SEATING - 3,185 S.F. TOTAL 170 OCCS
	ACCESSORY - 2,071 S.F. TOTAL 1 OCC PER 300 GSF=7 OCCS

LIFE SAFETY OVERALL FIRST FLOOR PLAN

1
SCALE: 3/32" = 1'-0"

GENERAL NOTES

1. SEAL ALL OPENINGS AND PENETRATIONS TO RESIST THE MIGRATION OR PASSAGE OF SMOKE AND GASES.
2. SPECIFIC EXCEPTIONS TO THE LISTED RATINGS MAY BE PERMITTED WHERE INDICATED.
3. FIRE RESISTANT ASSEMBLIES, MATERIALS, PROPERTIES AND THICKNESS REQUIRED, SHALL COMPLY WITH THOSE WHICH HAVE SUCCESSFULLY BEEN PERFORMED UNDER TESTS MADE BY A RECOGNIZED LABORATORY PER ASTM E119 OR BASED ON CALCULATIONS PERMITTED BY THE FBC AND BUILDING OFFICIAL.
4. SEE REFLECTED CEILING PLANS FOR REMAINDER OF LIGHTING

LIFE SAFETY LEGEND

- ROOM / SPACE TAG**
- XX — ROOM NAME
 - XX — ROOM NUMBER
 - XX — ROOM S.F.
- DOOR TAG**
- FR — DOOR FIRE RATING IN MINUTES
 - KB — SURFACE MOUNTED KNOX BOX - BASIS OF DESIGN KNOXVAULT 4400
 - CR — CARD READER CONTROLLED ACCESS
- FIRE EXTINGUISHERS**
- FEC — FIRE EXTINGUISHER CABINET WITH CLASS 2-A:10B:C EXTINGUISHER UNLESS OTHERWISE INDICATED OR SPECIFIED. LOCATE SUCH THAT ANY TRAVEL DISTANCE TO THE CLOSEST UNIT DOES NOT EXCEED 75' UNLESS OTHERWISE INDICATED.
 - FE — FIRE EXTINGUISHER ON WALL-MOUNTED BRACKET CLASS 2-A:10-B:C UNLESS OTHERWISE INDICATED OR SPECIFIED AS A, B, C OR K. LOCATE SUCH THAT ANY TRAVEL DISTANCE TO THE CLOSEST UNIT DOES NOT EXCEED 75' UNLESS OTHERWISE INDICATED.
- FIRE ALARM CONTROL PANEL**
- FAACP — FIRE ALARM CONTROL PANEL
 - FAAP — FIRE ALARM ANNUNCIATOR PANEL
 - GMP — GENERATOR MONITORING PANEL
 - FD — FIRE DEPARTMENT ACCESS
- EGRESS**
- REQ/PROV — REQUIRED EGRESS CAPACITY OF DOORS & EXIT (# OF OCCUPANTS) PROVIDED EGRESS CAPACITY OF DOORS & EXIT (# OF OCCUPANTS)
 - TD — TRAVEL DISTANCE
 - # — DISTANCE IN FEET FROM AN OCCUPABLE POINT 12" FROM WALL TO THE NEAREST EXIST
 - P — PRIMARY MEANS OF EGRESS (NOT SHOWN FOR SPACES WITH ONLY A PRIMARY EGRESS REQUIREMENT)
 - S — SECONDARY MEANS OF EGRESS, IF REQUIRED
 - ⊗ — LIGHTED EXIT SIGN - SINGLE FACED DARKENED AREA INDICATES FACE OF SIGN VIEWED.
 - ⊗ — LIGHTED EXIT SIGN - DOUBLE FACED DARKENED AREA INDICATES FACE OF SIGN VIEWED
 - ⊗ — LIGHTED DIRECTIONAL EXIT SIGN - SINGLE FACED ARROW INDICATES DIRECTION(S) TO EXIT
 - ⊗ — LIGHTED DIRECTIONAL EXIT SIGN - DOUBLE FACED ARROW INDICATES DIRECTION(S) TO EXIT
 - ⊗ — LIGHTED WALL MOUNTED EXIT SIGN - SINGLE FACED DARKENED AREA INDICATES FACE OF SIGN VIEWED
 - ⊗ — EMERGENCY DUAL HEAD LIGHTING UNIT WITH BATTERY PACK
 - 2'X2' LAY-IN EMERGENCY FIXTURE - SEE ELECTRICAL PLANS FOR EXACT LOCATIONS
 - NO EXIT SIGN - WALL MOUNTED - SEE ELECTRICAL PLANS FOR EXACT LOCATIONS
 - RECESSED EMERGENCY FIXTURE - SEE ELECTRICAL PLANS FOR EXACT LOCATIONS
 - 1x2 SURFACE MOUNTED EMERGENCY FIXTURE - SEE ELECTRICAL PLANS FOR EXACT LOCATIONS
 - SURFACE MOUNTED EMERGENCY FIXTURE - SEE ELECTRICAL PLANS FOR EXACT LOCATIONS
 - SUSPENDED EMERGENCY FIXTURE - SEE ELECTRICAL PLANS FOR EXACT LOCATIONS
 - SUSPENDED PENDANT EMERGENCY FIXTURE - SEE ELECTRICAL PLANS FOR EXACT LOCATIONS
- FIRE ALARM & PROTECTION DEVICES (VERIFY LOCATIONS WITH ELECTRICAL DRAWINGS)**
- H — FIRE ALARM HORN
 - L — FIRE ALARM STROBE
 - F — FIRE ALARM PULL STATION
 - A — ANSUL FIRE PROTECTION SYSTEM PULL STATION
 - E — MASTER CONTROL SWITCH
 - HD — HEAT DETECTOR
 - SD — SMOKE DETECTOR
- GRAPHIC LEGEND**
- NON-FIRE RATED
 - 1 HR FIRE RATED EXIT ACCESS (CORRIDOR) PROTECTION, ALL PENETRATIONS INTO STAIRS & SHAFTS SHALL HAVE A 20-MINUTE FIRE RESISTANCE RATING. EXCEPT AT HAZARD SEPARATION (SEE BELOW) ALL SIDELIGHTS, TRANSOMS, WINDOWS, VISION LITES, AND OPENINGS, INCLUDING FRAMES, SHALL HAVE A 45-MINUTE FIRE RESISTANCE RATING.
 - SMOKE PARTITION ALL JOINTS, WALL OPENINGS AND PENETRATIONS HEREIN SHALL BE PROTECTED AGAINST THE PASSAGE OF SMOKE. ALL DOORS HEREIN SHALL BE SELF-CLOSING.
 - 1 HR FIRE RATED HAZARD SEPARATION ALL DOORS AND PENETRATIONS HORIZONTALLY THRU SEPARATION SHALL HAVE A 45-MINUTE FIRE RESISTANCE RATING EXCEPT AT STAIRS & SHAFTS. ALL DOORS AND PENETRATIONS INTO STAIRS & SHAFTS SHALL HAVE A 60-MINUTE FIRE RESISTANCE RATING. ADDITIONAL PENETRATION OF STAIR SHAFTS IS NOT PERMITTED EXCEPT AS SPECIFICALLY EXCEPTED.
 - 2 HR FIRE RATED HAZARD AND EXIT SEPARATION ALL DOORS AND OPENINGS SHALL BE PROTECTED BY A 90-MINUTE FIRE-RESISTANT RATING. ADDITIONAL PENETRATIONS OF STAIR SHAFTS AND EXIT PASSAGeways IS NOT PERMITTED EXCEPT AS SPECIFICALLY EXCEPTED.
 - TD - TRAVEL DISTANCE FROM MOST REMOTE POINT
 - CP - COMMON PATH OF TRAVEL

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JUPITER TOWN HALL - P&Z

TOWN OF JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025
S+A Project No : 24070
Owner Project No :
Drawn By : PD
Checked By : RC PD
Phase : CONSTRUCTION DOCUMENTS

Sheet Title :
LIFE SAFETY OVERALL FIRST FLOOR

Sheet # :
LS-201

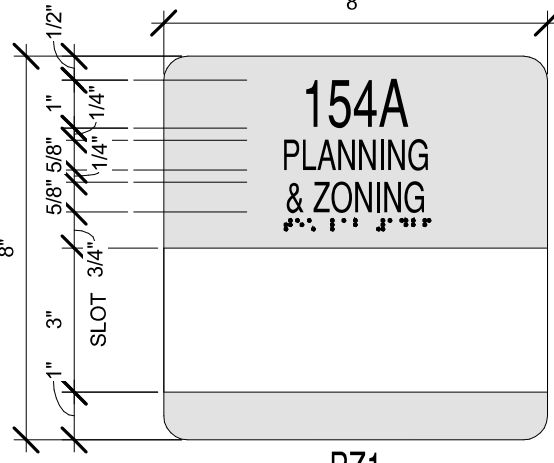
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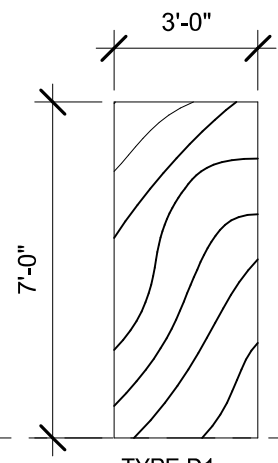
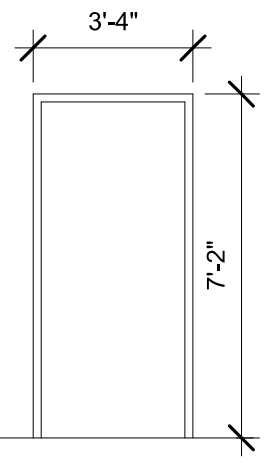
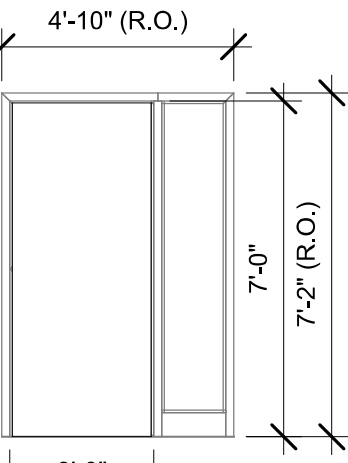
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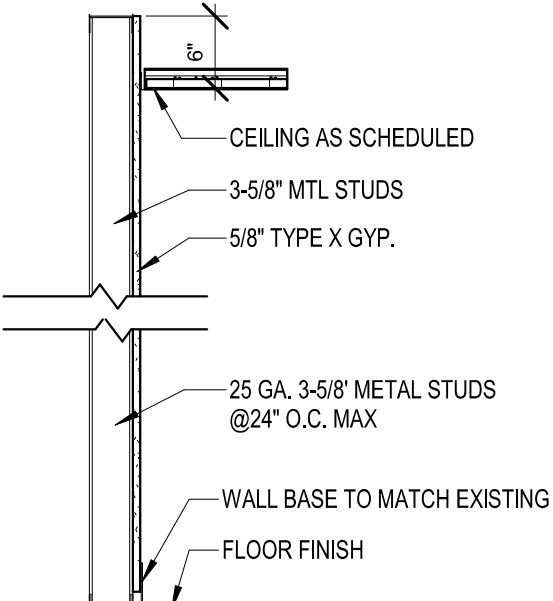
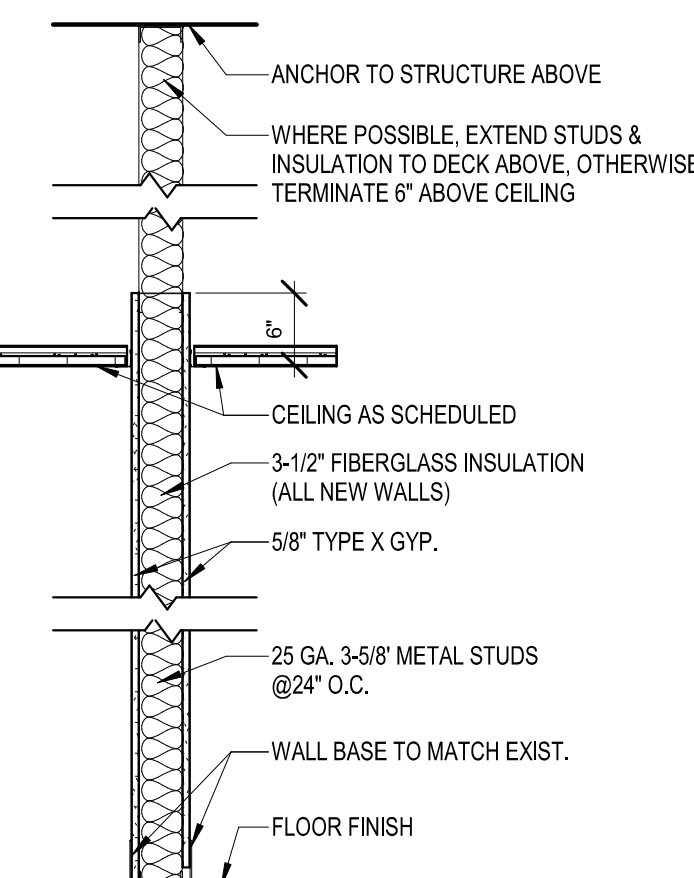
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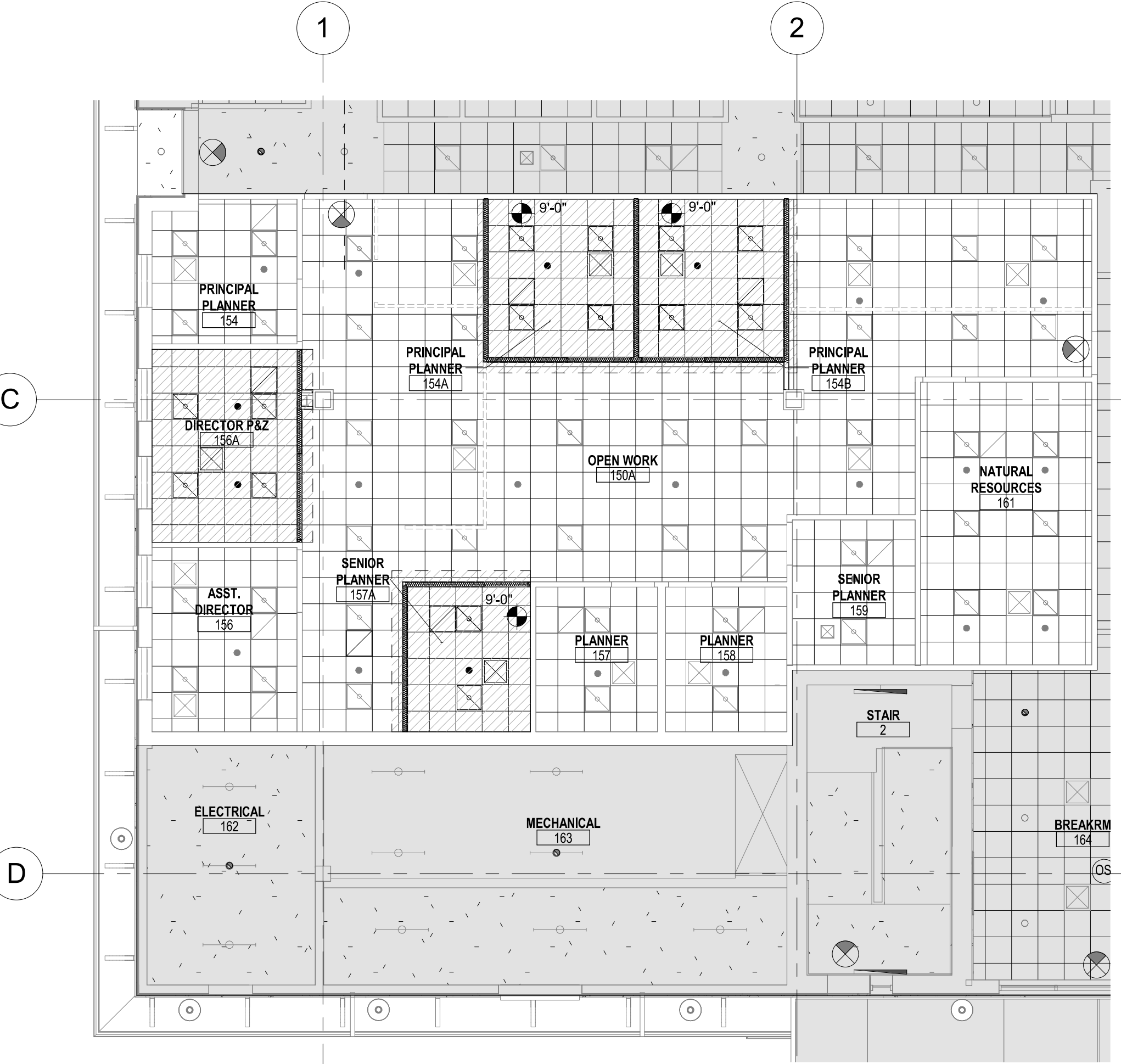
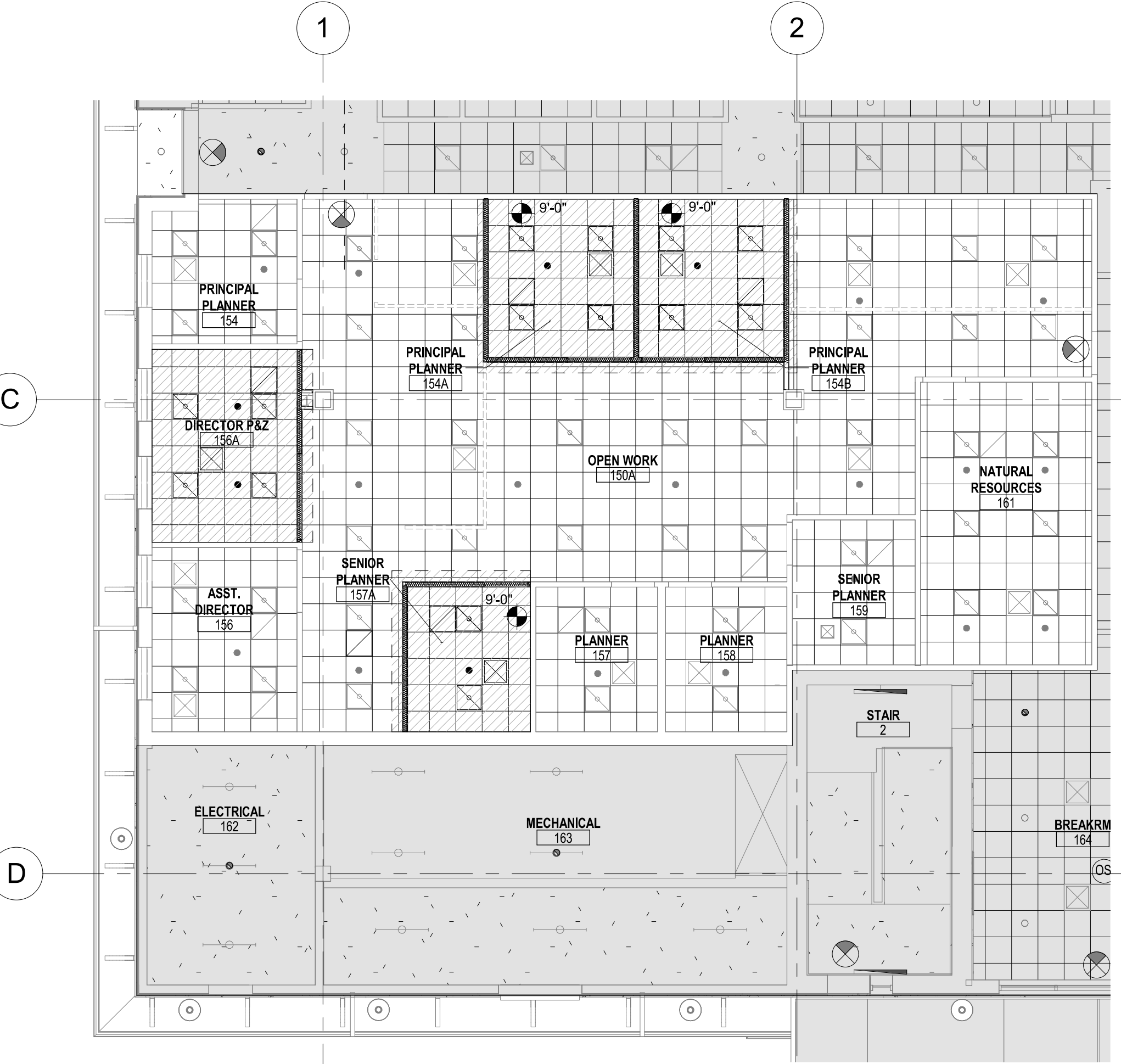
DOOR SCHEDULE									
DOOR NO.	TO: ROOM NAME	WIDTH	HEIGHT	MAT	TYPE	MAT	TYPE	HDW	
154A	PRINCIPAL PLANNER	3'-0"	7'-0"	WD	D1	HM	F2	1.0	
154B	PRINCIPAL PLANNER	3'-0"	7'-0"	WD	D1	HM	F2	1.0	
156A	DIRECTOR P&Z	3'-0"	7'-0"	WD	D1	HM	F3	1.0	
157A	SENIOR PLANNER	3'-0"	7'-0"	WD	D1	HM	F1	1.0	

DOOR HARDWARE SETS									
SET: 1.0									
DOORS: 154A, 154B, 156A, 157A									
DESCRIPTION: OFFICE									
3 HINGE, FULL MORTISE	TA2714.4-1/2" x 4-1/2"	US26D	McKINNEY						
1 OFFICE ENTRY LOCK	D31 6205 COMH	US26D	SARGENT						
1 DOOR STOP	409 / 446 AS REQUIRED	US26D	ROCKWOOD						
3 SILENCER	608		ROCKWOOD						

ROOM SIGNAGE	
	154A PLANNING & ZONING PZ1 PROVIDE: 154A, 154B, 156A, 157A, 161
Specifications: Material: 1/8" Thick Frosted Acrylic Panel Painted Second Surface in Color P01. 3/8" radius (typ). Copy and Braille: 1/32" Raised UV Printed in Color P02. Clear Type II Braille. Font: Arial Regular. Mounting: Mounted to Wall or Glass with DST. Provide Brushed Aluminum Backing for Signs mounted on Glass. Colors: P01-MP 100437 Coastal Blue P02 - White UV Printed	

DOOR AND FRAME TYPES			
			
TYPE D1 SOLID CORE WOOD DOOR	SINGLE DOOR	F2	F3
Manufacturer: VT Industries Species: White Oak, Plain Sliced Color: Oasis, OA18 (Custom to match existing)			
SCALE: 1/4" = 1'-0"			

PARTITION TYPES	
	
P2	P1
SCALE: 3/4" = 1'-0"	

PLANNING-ZONING FLOOR PLAN	
	1 SCALE: 1/8" = 1'-0"
PLANNING & ZONING REFLECTED CEILING PLAN	
	2 SCALE: 1/8" = 1'-0"

GENERAL NOTES	
1. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO START OF ANY WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES OR INCONSISTENCIES. 2. UPON COMPLETION OF THE WORK, PROPERTY AND ADJACENT AREAS SHALL BE LEFT CLEAN AND SATISFACTORY TO THE OWNER AND THE ARCHITECT. 3. CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING, PATCHING, AND FITTING OF ALL WORK IN A NEAT, WORKMANLIKE MANNER. PROTECT ALL ADJACENT SURFACES FROM DAMAGE; PATCH AND REPAIR ANY MATERIALS THAT ARE AFFECTED OR DAMAGED THROUGH THE COURSE OF CONSTRUCTION TO IT'S ORIGINAL OR BETTER CONDITION. 4. WHERE NEW WORK ADJOINS EXISTING IN THE SAME PLANE, MATCH ADJACENT FINISHES, MATERIALS, TEXTURES, SHEEN, ETC. TO PROVIDE A SEAMLESS APPEARANCE.	
GENERAL RCP NOTES	
1. ALL FIXTURES AND DEVICES SHALL BE INSTALLED ON THE CENTERLINE OF CEILING TILE OR SPACE UNLESS OTHERWISE NOTED. 2. ALL SOFFITS SHALL ALIGN WITH WALLS OR CORNERS AT ALL LOCATIONS WHERE SOFFITS MEET WALLS OR CORNERS AS TO PROVIDE A FLUSH FINISH. 3. TAPE AND FINISH ALL INSIDE JOINTS. 4. PROVIDE CORNER BEADS FOR ALL OUTSIDE JOINTS. 5. CONTRACTOR TO COORDINATE ALL DISCIPLINES TO ENSURE ALL DUCTWORK, EQUIPMENT, FIXTURES, PIPES, CONDUITS, SUSPENSION AND ACOUSTIC SYSTEMS NECESSARY TO MAINTAIN CEILING ELEVATIONS. 6. CONTRACTOR TO COORDINATE ALL DUCT LOCATIONS W. OTHER TRADES. ARCHITECT TO REVIEW AND HAVE FINAL APPROVAL FOR ALL EXPOSED CEILING SURFACES.	
	AREA OF DEMOLITION WORK.
1. CAREFULLY REMOVE EXISTING GRID AND CEILING TILES TO THE MINIMUM EXTENT REQUIRED FOR NEW WORK. 2. LIGHT FIXTURES AND DIFFUSERS LOCATED WITHIN THE DEMOLITION AREA ARE TO BE REUSED/RELOCATED WITH NEW WORK.	

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JUPITER TOWN HALL - P&Z



TOWN OF JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025
S+A Project No : 24070
Owner Project No :
Drawn By : PD
Checked By : RC PD
Phase : CONSTRUCTION DOCUMENTS

Sheet Title :
PLANNING-ZONING PLANS, SCHEDULES, & DETAILS

Sheet # :
A-210

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MASTER ELECTRICAL SYMBOLS LEGEND

NOTE:
THESE ARE STANDARD SYMBOLS AND ALL
MAY NOT APPEAR ON THE PROJECT DRAWINGS.
REFER TO SPECIFICATIONS FOR MOUNTING
HEIGHTS.

LIGHTING

NOTE:
UPPER CASE LETTER INDICATES FIXTURE TYPE. SEE LIGHTING FIXTURE
SCHEDULE AND DRAWINGS. LOWER CASE LETTER INDICATES SWITCH CIRCUIT.
(EM) DENOTES FIXTURE WITH BATTERY BALLAST

- 2X4 LUMINAIRE - CEILING MOUNTED
- 2X4 LUMINAIRE - CEILING MOUNTED, EMERGENCY POWER
- 2X2 LUMINAIRE - CEILING MOUNTED
- 2X2 LUMINAIRE - CEILING MOUNTED, EMERGENCY POWER
- INDUSTRIAL STRIP FIXTURE
- INDUSTRIAL STRIP FIXTURE - EMERGENCY POWER
(VERIFY BRANCH OF ESSENTIAL ELECTRICAL SYSTEM WITH DRAWINGS)
- LINEAR FIXTURE - WALL MOUNTED
- LINEAR FIXTURE - WALL MOUNTED, EMERGENCY POWER
- LINEAR FIXTURE - WALL MOUNTED, LIFE SAFETY BRANCH

- DOWNLIGHT LUMINAIRE - RECESSED
- DOWNLIGHT FIXTURE - RECESSED, EMERGENCY POWER
(VERIFY BRANCH OF ESSENTIAL ELECTRICAL SYSTEM WITH DRAWINGS)
- DOWNLIGHT LUMINAIRE - SURFACE MOUNTED
- DOWNLIGHT LUMINAIRE - SURFACE MOUNTED, EMERGENCY
POWER (VERIFY BRANCH OF ESSENTIAL ELECTRICAL SYSTEM WITH DRAWINGS)
- WALL WASH LUMINAIRE - RECESSED
- WALL MOUNTED LUMINAIRE
- WALL MOUNTED LUMINAIRE, EMERGENCY POWER
(VERIFY BRANCH OF ESSENTIAL ELECTRICAL SYSTEM WITH DRAWINGS)
- FIXTURE - PENDANT MOUNTED

- UNIVERSAL MOUNTING EXIT LIGHTS, SINGLE AND DOUBLE FACED,
ARROWS AS SHOWN ON FLOOR PLANS
- WALL MOUNTED EXIT LIGHTS, SINGLE FACED

- END MOUNTED EXIT LIGHTS, SINGLE AND DOUBLE FACED,
ARROWS AS SHOWN ON FLOOR PLANS

SWITCHES

- LOWER CASE SUBSCRIPTS INDICATE OUTLET CONTROLLED
- SINGLE POLE SWITCH (UNLESS NOTED BY SUBSCRIPT)
* (2) DOUBLE POLE
(3) WAY
(4) WAY
(5) DIMMER SWITCH (150W UNLESS NOTED)
(E) EMERGENCY SWITCH
(K) KEY OPERATED
(P) PILOT LIGHT INDICATION
(T) SINGLE PHASE MOTOR STARTING SWITCH
(EP) EXPLOSION PROOF
(OS) OCCUPANCY SENSOR
(WP) WEATHER PROOF

- OCCUPANCY SENSOR, DUAL TECHNOLOGY, LOW VOLTAGE WITH POWER PACKS. SENSOR
SHALL CONTAIN AN AUXILIARY RELAY FOR HVAC CONTROLS EMS INTERFACE.

- PHOTOCELL

RECEPTACLES

- NOTES:
1. ALL RECEPTACLES SHALL BE RATED 120V, 20A, U.N.O.
2. ALL 120V, 20A RECEPTACLES LOCATED IN DAMP AND/OR WET LOCATIONS SHALL BE
LISTED "WEATHER-RESISTANT" (TYPE WR).

- DUPLEX RECEPTACLE, MOUNTED 18" AFF UNLESS NOTED OTHERWISE.
* (G) DUPLEX GFCI RECEPTACLE
(G) DUPLEX ISOLATED GROUND RECEPTACLE
(EWC) ELECTRIC WATER COOLER, COORDINATE LOCATION WITH PLUMBING INSTALLER.
LOCATE GFCI RECEPTACLE CENTERED UP UNDER COOLER.
(WPG) DUPLEX GFCI WEATHER RESISTANT RECEPTACLE, WITH WHILE-IN-USE
WEATHERPROOF COVER
(CR) CONTROLLED RECEPTACLE
(USB) RECEPTACLE, 2-POWER, 2-USB
(TV) DUPLEX RECEPTACLE TO SERVE WALL MOUNTED DISPLAY. PROVIDE RECESSED TWO
GANG BOX (LEGAND TY2MM OR APPROVED EQUAL) TO ACCOMMODATE RECEPTACLE
AND ASSOCIATED LOW VOLTAGE DEVICE(S). MOUNTING HEIGHT FOR DEVICES
SERVING WALL MOUNTED DISPLAY SHALL BE COORDINATED WITH ARCHITECTURAL
INTERIOR ELEVATIONS PRIOR TO ROUGH IN.
- DUPLEX RECEPTACLE, MOUNT 4" ABOVE COUNTER OR BACKSPASH,
MAXIMUM 48" TO CENTER.
- QUADRUPLEX RECEPTACLE IN TWO GANG BOX COVER.
- DUPLEX RECEPTACLE IN FLOOR BOX.
- QUADRUPLEX RECEPTACLE, MOUNT 4" ABOVE COUNTER OR BACKSPASH,
MAXIMUM 48" TO CENTER.
- DUPLEX RECEPTACLE TOP HALF SWITCHED

FLOOR BOX

- PROVIDE NUMBER OF GANGS AS REQUIRED TO SERVE ALL DEVICES AS INDICATED
FLOOR PLANS. COORDINATE ALL REQUIRED LOW VOLTAGE DEVICES AT EACH BOX WITH
TECHNOLOGY (IF AVAILABLE) AND DRAWINGS. PROVIDE THE GANGS NECESSARY TO
ACCOMMODATE THE DEVICES SHOWN TOGETHER IN EACH FLOORBOX. PROVIDE
MINIMUM 34" C. FOR POWER CONDUCTORS. PROVIDE CONDUITS FOR DATA/V OUTLETS
AS SHOWN ON TECHNOLOGY DRAWINGS/DETAILS. PROVIDE ALL REQUIRED BOX
ACCESSORIES FOR COMPLETE AND FUNCTIONAL INSTALLATION. COORDINATE FLOOR
TYPES WITH ARCHITECTURAL PLANS. COVER FINISH AND COLOR PER ARCHITECT.
COMPLY WITH MANUFACTURERS INSTALLATION REQUIREMENTS. PROVIDE
CORROSION/MOISTURE RESISTANT COATING FOR BOXES INSTALLED IN SLAB ON GRADE.
EXACT BOX LOCATION DIMENSION SHALL BE PER ARCHITECTURAL DRAWINGS.

- * (PT) POKE-THROUGH TYPE
(G) PROVIDE GFCI PROTECTION FOR POWER RECEPTACLES
- DUPLEX RECEPTACLE
- QUAD RECEPTACLE (2 DUPLEX)
- DATA DEVICE. SEE COORDINATION NOTES ABOVE.
- FURNITURE FEED. PROVIDE HARDWIRED CONNECTION TO PREFAB FURNITURE WHIP.
COORDINATION PLATE AND FITTING WITH FURNITURE PROVIDER.
- AUDIO/VISUAL DEVICE. SEE COORDINATION NOTE ABOVE.

POWER CONNECTIONS

- JUNCTION BOX SIZED PER N.E.C. UNLESS NOTED CEILING MOUNTED
- JUNCTION BOX
- POWER POLE, SEE DETAIL FOR REQUIREMENTS.
- ELECTRICAL CONNECTOR
- WALL MOUNTED PUSH BUTTON STATION MOUNT AT 7'-0" AFG FOR
OUTDOOR INSTALLATIONS AND 4'-0" AFF FOR INDOOR INSTALLATIONS.
- WALL MOUNTED SHUNT TRIP STATION MOUNT AT 7'-0" AFG FOR
OUTDOOR INSTALLATIONS AND 4'-0" AFF FOR INDOOR INSTALLATIONS
- DOOR BELL
- DOOR BELL CHIME
- TIME CLOCK
- WALL MOUNTED EMERGENCY POWER OFF STATION MOUNT AT 7'-0" AFG
INSTALLATIONS
- ELECTRIC WATER HEATER
- INSTANTANEOUS WATER HEATER

- MOTOR CONNECTION, MARK NUMBER WILL IDENTIFY
EQUIPMENT, EF, AHU, CU, ETC. SEE MOTOR CONNECTION SCHEDULE.
- NON FUSIBLE HEAVY DUTY SAFETY SWITCH, SIZE
AND NUMBER OF POLES ARE INDICATED.
- FUSIBLE HEAVY DUTY SAFETY SWITCH, SIZE AND NUMBER
OF POLES ARE INDICATED.
- ENCLOSURE NEMA RATING
- DISCONNECT SIZE #POLES
FUSE SIZE

- MANUAL MOTOR STARTER
- MAGNETIC STARTER.
* (VFD) PROVIDE WITH VARIABLE FREQUENCY DRIVE CONTROLLER
COMPATIBLE WITH VARIABLE FREQUENCY DRIVE.
- COMBINATION MAGNETIC STARTER WITH A CIRCUIT BREAKER.
* (VFD) PROVIDE WITH VARIABLE FREQUENCY DRIVE CONTROLLER
COMPATIBLE WITH VARIABLE FREQUENCY DRIVE.
- COMBINATION MAGNETIC STARTER WITH FUSIBLE
HEAVY DUTY SAFETY SWITCH
* (VFD) PROVIDE WITH VARIABLE FREQUENCY DRIVE CONTROLLER
COMPATIBLE WITH VARIABLE FREQUENCY DRIVE.

- ENCLOSED CIRCUIT BREAKER.
- AUTOMATIC TRANSFER SWITCH - SEE RISER DIAGRAM
- PANELBOARD, LOW VOLTAGE (120/208V) - SEE PANELBOARD
SCHEDULES AND RISER DIAGRAM
- PANELBOARD, HIGH VOLTAGE (277/480V) - SEE PANELBOARD
SCHEDULES AND RISER DIAGRAM

- DISTRIBUTION PANEL, SEE RISER DIAGRAM

- POWER COMPANY METERING.
- DRY-TYPE TRANSFORMER, SEE RISER.
FOR CHARACTERISTICS
- SURGE PROTECTION DEVICE

FIRE ALARM SYSTEM

- NOTE:
(D) DENOTES DUCT MOUNTED
(C) DENOTES CEILING MOUNTED
(F) DENOTES FLUSH WALL MOUNTED
(UP) DENOTES UNDER FLOOR ACCESS
(WP) DENOTES WEATHERPROTECTED

- THERMAL DETECTOR, FIXED + RATE-OF-RISE
- THERMAL DETECTOR, FIXED TEMP.
- SMOKE DETECTOR - IONIZATION
- SMOKE ALARM - NON-SYSTEM, 120V (PROVIDE WITH BATTERY BACK-UP)
- SMOKE DETECTOR - PHOTO
- CARBON MONOXIDE DETECTOR
- MANUAL PULL STATION
- MAGNETIC DOOR RELEASE
- CONTROL ELEMENT
- FLOW SWITCH (FIRE SPRINKLER)
- KNOX BOX, MOUNTED AT 7'-0" AFG OR @ HEIGHT INDICATED ON FLOOR PLAN.
- TAMPER SWITCH (VALVE SUPERVISION)
- CONTROL RELAY
- REMOTE TEST INDICATOR
- FIRE SMOKE DAMPER
- DOOR HOLDER/CLOSER WITH INTEGRAL SMOKE DETECTOR

- SIGNALING APPLIANCE - HORN
* (V) WITH VISUAL SIGNAL (STROBE, 75CD UNLESS NOTED) - MOUNTED 80" A.F.F. TO
BOTTOM OF STROBE
- SIGNALING APPLIANCE - STROBE (75CD UNLESS NOTED) - MOUNTED 80" A.F.F. TO
BOTTOM OF STROBE
- SIGNALING APPLIANCE - CHIME
* (V) WITH VISUAL SIGNAL (STROBE, 75CD UNLESS NOTED) - MOUNTED 80" A.F.F. TO
BOTTOM OF STROBE
- SIGNALING APPLIANCE - BELL
* (V) WITH VISUAL SIGNAL (STROBE, 75CD UNLESS NOTED) - MOUNTED 80" A.F.F. TO
BOTTOM OF STROBE
- SIGNALING APPLIANCE - CEILING MOUNTED HORN
* (V) WITH VISUAL SIGNAL (STROBE, 75CD UNLESS NOTED)
- SIGNALING APPLIANCE - CEILING MOUNTED STROBE ONLY
(STROBE, 75CD UNLESS NOTED)

DATATELEPHONE DISTRIBUTION

- DATA OUTLET, FLUSH MOUNTED IN WALL AT 18" OC AFF, FLUSH MOUNTED, UNLESS NOTED
OTHERWISE.
- DATA OUTLET, FLUSH IN FLOOR BOX
- TELEPHONE OUTLET, FLUSH MOUNTED IN WALL AT 48" AFF, UNLESS NOTED OTHERWISE
- COMBINATION DATATELEPHONE OUTLET, FLUSH WALL MTD. 18" AFF UNLESS NOTED OTHERWISE
- COMBINATION DATATELEPHONE OUTLET, FLUSH IN FLOOR BOX
- TELEPHONE TERMINAL BOARD
- DATA SYSTEM RACEWAY/CABLE
- DATA TERMINAL CABINET
- DATA EQUIPMENT CABINET
- INTERMEDIATE DATA FRAME
- MAIN DATA FRAME

THE FOLLOWING ARE APPLICABLE TO THE ABOVE DATATELEPHONE DISTRIBUTION SECTION AS NOTED IN THE
DESIGN:
(DW) PROVIDE FACEPLATE WITH NUMBER OF DATA PORTS AS SHOWN. ALL FACEPLATES SHALL HAVE 6
SPACES FOR TERMINATION MODULES.
(W) TELEPHONE WALL MOUNT PLATE WITH LUGS FOR MOUNTING PHONE TO WALL.
(C) MOUNTED WHERE BOTTOM IS AT 4" ABOVE COUNTER OR BACKSPASH, MAXIMUM 48" AFF.
(F) MOUNTED 66" OC AFF BEHIND FLAT PLATE PANEL DISPLAY UNLESS OTHERWISE NOTED
(A) MOUNTED ABOVE CEILING

ABBREVIATIONS:

- A AMPERES
- AC ABOVE COUNTER
- AFF ABOVE FINISHED FLOOR
- AFG ABOVE FINISHED GRADE
- AL ALUMINUM
- ANNUN ANNUNCIATOR
- ARCH ARCHITECT
- ATS AUTOMATIC TRANSFER SWITCH
- AWG AMERICAN WIRE GAUGE
- BFC BELOW FINISHED CEILING
- BFG BELOW FINISHED GRADE
- BLDG BUILDING
- C CONDUIT
- CAT CATALOG
- CKT CIRCUIT
- CU COPPER
- CB CIRCUIT BREAKER
- CT CURRENT TRANSFORMERS
- △ DELTA
- DWG DRAWING
- FT FEET
- G GROUND
- GEN GENERATOR
- GFI GROUND FAULT INTERRUPT
- IG ISOLATED GROUND
- KVA KILOVOLT-AMPERES
- KW KILOWATTS
- MCB MAIN CIRCUIT BREAKER
- MCC MOTOR CONTROL CENTER
- MCM THOUSAND CIRCULAR MILS
- MISC MISCELLANEOUS
- MLO MAIN LUGS ONLY
- NEC NATIONAL ELECTRICAL CODE
- NC NORMALLY CLOSED
- NL NIGHT LIGHT CIRCUIT
- NO NORMALLY OPEN
- NTS NOT TO SCALE
- NIC NOT IN CONTACT

- Ø PHASE
- POS POINT OF SCALE
- PVC POLYVINYL CHLORIDE
- PT POTENTIAL TRANSFORMER
- R RECESSED
- SCR SHORT CIRCUIT RATING
- SURF SURFACE
- TEL TELEPHONE
- TYP TYPICAL
- UG UNDERGROUND
- UNIV UNIVERSAL
- UNO UNLESS NOTED OTHERWISE
- V VOLTS
- W WATTS
- WP WEATHERPROOF
- WPG WEATHERPROOF WITH GROUND
FAULT INTERRUPT
- XFMR TRANSFORMER
- Y WYE

COMMISSIONING NOTES:

C408.3.1 LIGHTING SYSTEM FUNCTIONAL TESTING:

PRIOR TO PASSING FINAL INSPECTION, THE REGISTERED DESIGN PROFESSIONAL SHALL PROVIDE EVIDENCE
THAT THE LIGHTING CONTROL SYSTEMS HAVE BEEN TESTED TO ENSURE THAT CONTROL HARDWARE AND
SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN
ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND MANUFACTURER'S INSTRUCTIONS. FUNCTIONAL
TESTING SHALL BE IN ACCORDANCE WITH SECTIONS C408.3.1.1 THROUGH C408.3.1.3 FOR THE APPLICABLE
CONTROL TYPE. A SUMMARY OF THE TEST PROCEDURES INCLUDES BUT IS NOT LIMITED TO THE
FOLLOWING:

C408.3.1.1 OCCUPANT SENSOR CONTROLS:
CONFIRM THAT THE PLACEMENT, SENSITIVITY, AND TIME-OUT ADJUSTMENTS FOR OCCUPANT SENSORS
YIELD ACCEPTABLE PERFORMANCE.

C408.3.1.2 TIME SWITCH CONTROLS:
CONFIRM THAT THE TIME SWITCHES AND PROGRAMMABLE SCHEDULE CONTROLS ARE PROGRAMMED TO
TURN THE LIGHTS OFF.

C408.3.1.3 DAYLIGHT RESPONSIVE CONTROLS:
CONFIRM THAT THE PLACEMENT AND SENSITIVITY ADJUSTMENTS FOR PHOTOSENSOR CONTROLS REDUCE
ELECTRIC LIGHT BASED ON THE AMOUNT OF USABLE DAYLIGHT IN THE SPACE AS SPECIFIED.

C408.3.2 DOCUMENTATION REQUIREMENTS:
THE CONSTRUCTION DOCUMENTS SHALL SPECIFY THAT THE DOCUMENTS DESCRIBED IN THIS SECTION BE
PROVIDED TO THE BUILDING OWNER OR OWNER'S AUTHORIZED AGENT WITHIN 90 DAYS OF THE DATE OF
RECEIPT OF THE CERTIFICATE OF OCCUPANCY.

C408.3.2.1 DRAWINGS:
CONSTRUCTION DOCUMENTS SHALL INCLUDE THE LOCATION AND CATALOGUE NUMBER OF EACH PIECE OF
EQUIPMENT.

C408.3.2.2 MANUALS:
AN OPERATING AND MAINTENANCE MANUAL SHALL BE PROVIDED AND INCLUDE THE FOLLOWING:
1. NAME AND ADDRESS OF NOT LESS THAN ONE SERVICE AGENCY FOR INSTALLED EQUIPMENT.

2. A NARRATIVE OF HOW EACH SYSTEM IS INTENDED TO OPERATE, INCLUDING RECOMMENDED
SETPOINTS.

3. SUBMITTAL DATA INDICATING ALL SELECTED OPTIONS FOR EACH PIECE OF LIGHTING EQUIPMENT AND
LIGHTING CONTROLS.

4. OPERATION AND MAINTENANCE MANUALS FOR EACH PIECE OF LIGHTING EQUIPMENT. REQUIRED
ROUTINE MAINTENANCE ACTIONS, CLEANING AND RECOMMENDED RELAMPING SHALL BE CLEARLY
IDENTIFIED.

5. A SCHEDULE FOR INSPECTING AND RECALIBRATING ALL LIGHTING CONTROLS.

C408.3.2.3 REPORT:
A REPORT OF TEST RESULTS SHALL BE PROVIDED AND INCLUDE THE FOLLOWING:
1. RESULTS OF FUNCTIONAL PERFORMANCE TESTS.

2. DISPOSITION OF DEFICIENCIES FOUND DURING TESTING, INCLUDING DETAILS OF CORRECTIVE
MEASURES USED OR PROPOSED.

COMPLETION REQUIREMENTS:

RECORD DRAWINGS:

PER C405.5.4.1, CONTRACTOR SHALL PROVIDE WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE,
RECORD DRAWINGS OF THE ACTUAL INSTALLATION TO THE BUILDING OWNER INCLUDING:
1. A SINGLE LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND

2. FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION.

MANUALS:

PER C405.5.4.2, OPERATION MANUALS & MAINTENANCE MANUALS SHALL BE PROVIDED TO THE BUILDING
OWNER. THE MANUALS SHALL INCLUDE AT A MINIMUM THE FOLLOWING:

1. SUBMITTAL DATA STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF
EQUIPMENT REQUIRING MAINTENANCE.

2. OPERATION MANUALS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING
MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED.

3. NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY.

APPLICABLE CODES:

- 1. FLORIDA BUILDING CODE 2023 8TH EDITION.
- 2. FLORIDA BUILDING CODE 2023 - ENERGY CONSERVATION 8TH EDITION.
- 3. FLORIDA FIRE PREVENTION CODE 2023 8TH EDITION.
- 4. NFPA 70 NATIONAL ELECTRICAL CODE - 2020 EDITION.
- 5. NFPA 72 NATIONAL FIRE ALARM & SIGNALING CODE - 2019 EDITION.
- 6. NFPA 101 LIFE SAFETY CODE - 2021 EDITION.

GENERAL NOTES:

- 1. PROVIDE LABOR, MATERIALS, TOOLS, EQUIPMENT AND SERVICES FOR ELECTRICAL WORK INDICATED ON DRAWINGS.
- 2. PROVIDE ALL ADDITIONAL AUXILIARY EQUIPMENT SUCH AS CONDUIT SUPPORT DEVICES, BOXES, CLAMPS, ETC., NOT
SPECIFICALLY SHOWN ON THESE DRAWINGS, BUT NECESSARY FOR A COMPLETE INSTALLATION.
- 3. ALL PENETRATIONS IN RATED WALLS SHALL BE SEALED WITH UL LISTED FIRE-STOP SEALANT IN ACCORDANCE WITH
MANUFACTURER'S REQUIREMENTS AND UL ASSEMBLY LISTING. ALL OTHER CONDUIT RUNS FROM EXTERIOR SHALL BE
SEALED WITH UL LISTED VAPOR STOP PUTTY.
- 4. COORDINATE WITH ALL OTHER TRADES PRIOR TO START OF WORK.

5. IF THROUGH ERRORS OR OMISSIONS, THE INTENT OF THE ARCHITECT OR ENGINEER, WITH REGARD TO ANY DETAIL IS
NOT CLEAR, OR IS CAPABLE OF MORE THAN ONE INTERPRETATION, SUCH MATTERS SHALL BE BROUGHT TO THE
ATTENTION OF THE ARCHITECT OR ENGINEER IN WRITING BEFORE THE SUBMISSION OF BID, AND THE ARCHITECT OR
ENGINEER SHALL MAKE THE NECESSARY CORRECTION OR EXPLANATION IN A WRITTEN FORMAL RESPONSE.
OTHERWISE, NO EXTRA CHARGE WILL BE ALLOWED FOR THE WORK OR MATERIAL WHICH THE ARCHITECT OR
ENGINEER MAY REQUIRE, PROVIDED THAT IT COMES WITHIN A REASONABLE INTERPRETATION OF THE DRAWINGS,
SPECIFICATIONS, AND OVERALL INTENT OF THE CONTRACT DOCUMENTS.

6. NEW MATERIALS INSTALLED SHALL CONFORM TO NEMA STANDARDS AND SHALL BEAR THE UL LABEL FOR APPLICATION
USED.

7. WHERE NEW CONDUCTORS AND/OR CONDUIT SYSTEM ARE INSTALLED, LENGTH AND ROUTING OF CONDUCTORS
AND/OR CONDUIT SYSTEMS SHALL BE DETERMINED IN THE FIELD BY THE ELECTRICAL CONTRACTOR.

8. ALL EMPTY CONDUITS SHALL CONTAIN PULL STRING (200LB TEST). ENDS SHALL BE CAPPED WITHOUT GLUE, TO
PREVENT INTRUSION OF FOREIGN MATERIALS.

9. PROVIDE GROUND AND CONTINUITY TESTING ON ALL ELECTRICAL CIRCUIT WIRING PRIOR TO
RECONNECTION/REINSTALLATION.

10. ALL WIRING INSTALLED SHALL BE THHN/THWN COPPER UNO.

11. PROVIDE PROTECTIVE COVERING OVER PANELS AND EQUIPMENT DURING CONSTRUCTION.

12. EACH BRANCH CIRCUIT SHALL UTILIZE A SEPARATE NEUTRAL CONDUCTOR. MULTI-WIRE BRANCH CIRCUITS WITH
COMMON NEUTRAL WIRES SHALL NOT BE USED.

13. ALL EXPOSED CONDUITS SUBJECT TO PHYSICAL DAMAGE SHALL BE RIGID GALVANIZED STEEL TYPE.

14. EQUIPMENT SHALL BE OF MATERIALS SUITABLE FOR AND NEMA RATED FOR THE ENVIRONMENT IN WHICH THEY ARE TO
BE INSTALLED.

15. WORKING CLEARANCES FOR ELECTRICAL EQUIPMENT SHALL BE IN COMPLIANCE WITH NATIONAL ELECTRICAL CODE
ARTICLE 110.

- THE EXCLUSIVELY DEDICATED SPACE EXTENDING FROM FLOOR TO STRUCTURAL CEILING WITH A WIDTH AND
DEPTH OF THE PANEL BOARD, SWITCHBOARD, MOTOR STARTER, DISCONNECT SWITCH OR TRANSFORMER MUST BE
CLEAR OF ALL PIPING, DUCTS, EQUIPMENT FOREIGN TO THE ELECTRICAL EQUIPMENT OR ARCHITECTURAL
APPEARANCES IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE ARTICLE 110.26(E)(1).
- COORDINATE ALL FLUSH MOUNTED PANELS WITH HVAC DUCTS AND PIPING TO MAINTAIN EXCLUSIVELY DEDICATED
SPACE PER NOTE ABOVE.

16. LOCATIONS OF EQUIPMENT SHOWN ON THE DRAWINGS WHICH REQUIRE ELECTRICAL CONNECTIONS AND ARE NOT
PROVIDED UNDER DIVISION 26 ARE SHOWN APPROXIMATE. COORDINATE EXACT LOCATIONS OF EQUIPMENT AND
ELECTRICAL CONNECTIONS WITH APPROPRIATE TRADE PRIOR TO ROUGHING IN AND ROUTING CONDUIT.

17. LIGHT SWITCHES SHALL BE MOUNTED 46" A.F.F. TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.

18. RECEPTACLES SHALL BE MOUNTED 18" A.F.F. TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.

GENERAL DEMO NOTES:

1. ELECTRICAL CONTRACTOR SHALL VISIT AND EXAMINE THE SITE PRIOR TO CONSTRUCTION TO ASCERTAIN THE
EXISTING CONDITIONS AND LIMITS OF DEMOLITION AND CONSTRUCTION.

2. COORDINATE SEQUENCING WITH OWNER AND OTHER CONTRACTORS.

3. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT AND MAINTAIN THE INTEGRITY OF REMAINING DEVICES
AND EQUIPMENT. ANY SUCH CONNECTIONS SHALL BE CONCEALED UNLESS LOCATED IN UNFINISHED AREAS.

4. DISCONNECT, REMOVE OR RELOCATE ALL EXISTING ELECTRICAL MATERIAL AND EQUIPMENT THAT INTERFERES WITH
NEW INSTALLATION. THIS INCLUDES BUT IS NOT LIMITED TO PANELS, LIGHTING FIXTURES, WIRING DEVICES, SIGNAL
EQUIPMENT, EXHAUST FANS, BASEBOARD HEATERS, UNIT HEATERS, ETC.

5. SEE MECHANICAL DRAWINGS FOR HEATERS, EXHAUST FANS, ETC., WHICH MUST BE DISCONNECTED BY THIS
CONTRACTOR FOR REMOVAL OR ABANDONMENT BY MECHANICAL CONTRACTOR.

6. ALL REMOVED EQUIPMENT SHALL BE DISPOSED OF BY THIS CONTRACTOR UNLESS DIRECTED TO DO OTHERWISE BY
THE OWNER.

7. WHERE WORK BY THE GENERAL CONTRACTOR (WALL REMOVAL, NEW OR RELOCATED WALL OPENINGS, ETC.) RESULTS
IN THE REMOVAL, RELOCATION OR REFEEDINGS OF ELECTRICAL DEVICES OR LIGHTING FIXTURES, THE ELECTRICAL
CONTRACTOR SHALL DISCONNECT AND RECONNECT AS REQUIRED ALL ACTIVE DEVICES REMAINING.

8. WHERE CONDUIT TO BE REMOVED STUBS THROUGH FLOORS, WALLS, AND CEILINGS, SUCH CONDUIT SHALL BE
REMOVED TO THE POINT WHERE THE FINISH SURFACES CAN BE PATCHED ADEQUATELY SO THAT NO EVIDENCE OF THE
FORMER INSTALLATION REMAINS.

9. ANY EXISTING PANEL HOME-RUNS, WHICH WILL REMAIN WITHIN THE AREA, MAY BE RETAINED AND USED AS PART OF
THE NEW CIRCUITRY OR REMAIN AS SPARE EMPTY CONDUIT. SUCH EMPTY CONDUITS SHALL BE MARKED AS TO PANEL
AND END LOCATIONS. EXISTING OUTLET BOXES/CONDUIT WHICH ARE LOCATED PROPERLY FOR NEW WORK MAY BE
REUSED FOR NEW DEVICES AND WIRE.

10. ALL CUTTING, CORING AND PATCHING REQUIRED FOR ELECTRICAL WORK SHALL BE BY THE ELECTRICAL CONTRACTOR.

11. THE EXISTING BUILDING IS TO REMAIN IN OPERATION DURING CONSTRUCTION. THIS CONTRACTOR SHALL COORDINATE
ALL WORK THAT WILL INTERFERE WITH THE PRESENT OPERATION OF THE FACILITY WITH THE OWNER AND SHALL
PROVIDE TEMPORARY POWER TO ALL EQUIPMENT THAT MUST REMAIN IN OPERATION.

12. DURING THE DEMOLITION AND ALTERATIONS, THE FIRE ALARM SYSTEM EXIT LIGHTING AND CORRIDOR LIFE SAFETY
LIGHTING SHALL REMAIN ACTIVE.

13. ALL EXISTING LIGHTING FIXTURES, ARE TO REMAIN EXISTING. (REFLECTORS, BODIES, LENS, ETC.)

14. ALL CONDUIT AND WIRE REMOVED SHALL BE TAKEN BACK TO THE SOURCE OF SUPPLY.

15. INSTALL A BLANK COVER PLATE WHERE REQUIRED.

- ANY ELECTRICAL ITEMS AND (OR) ELECTRICAL WORK THAT IS NOT COVERED UNDER "GENERAL ELECTRICAL
DEMOLITION NOTES" SHALL FALL UNDER THE "OVERALL GENERAL DEMOLITION SPECIFICATIONS" COVERED IN THE
ARCHITECTURAL CONTRACT DOCUMENTS.

VOLTAGE DROP:

THIS PROJECT IS DESIGNED FOR A MAXIMUM TOTAL VOLTAGE DROP OF 5% AS PER 2023 FBC ENERGY CONSERVATION
C405.5.3. THE FEEDERS HAVE BEEN SIZED FOR A MAXIMUM VOLTAGE DROP OF 2% AT DESIGN LOAD AND BRANCH CIRCUIT
CONDUCTORS HAVE BEEN SIZED FOR A MAXIMUM VOLTAGE DROP OF 3% AT DESIGN LOAD.

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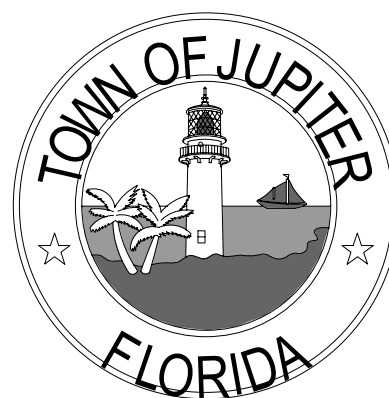
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JUPITER TOWN
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TOWN OF
JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025

S+A Project No : 24070

Owner Project No :

Drawn By : Author

Checked By : Checker

Phase :

CONSTRUCTION
DOCUMENTS

Sheet Title :

GENERAL NOTES -
ELECTRICAL

Sheet # :

E001

DATE: 03/14/2025 10:36:35 AM

DIVISION 16 - ELECTRICAL

SECTION 16000 - ELECTRICAL WORK GENERAL PROVISIONS

PART 1 - GENERAL

1.01

DESCRIPTION OF WORK

- A. PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR A COMPLETE AND PROPERLY OPERATING ELECTRICAL SYSTEM WEATHER INDICATED OR NOT.
- B. CODES AND STANDARDS: ALL ELECTRICAL WORK SHALL BE IN STRICT COMPLIANCE WITH OSHA REQUIREMENTS, THE 2011 NATIONAL ELECTRICAL CODE, THE FLORIDA ELECTRICAL CODE AND POWER COMPANY REQUIREMENTS AND STANDARDS. ALL MATERIALS SHALL BE NEW AND FREE FROM DEFECTS, AND SHALL BEAR THE UNDERWRITER'S LABEL FOR ITS INTENDED USE AND PURPOSE.
- C. PERMITS, FEES AND NOTICES: SECURE AND PAY FOR ALL REQUIRED BY THE WORK OF THIS DIVISION. PROVIDE FINAL INSPECTION CERTIFICATE(S) AS APPLICABLE, TO THE ARCHITECT AT THE CONCLUSION OF THE PROJECT.
- D. CONTRACTOR SHALL THOROUGHLY INVESTIGATE SITE BEFORE BIDDING. NO CHANGES WILL BE ALLOWED IN CONTRACT PRICE FOR WORK REQUIRED TO COMPLY WITH EXISTING CONDITIONS.
- E. WORKMANSHIP SHALL MEET N.E.C.A. GUIDELINES AND NEC 110.12
- F. IF, THROUGH ERRORS OR OMISSIONS, THE INTENT OF THE ARCHITECT OR ENGINEER, WITH REGARD TO ANY DETAIL, IS NOT CLEAR, OR IS CAPABLE OF MORE THAN ONE INTERPRETATION, SUCH MATTERS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER IN WRITING BEFORE THE SUBMISSION OF BIDS, AND THE ARCHITECT OR ENGINEER SHALL MAKE THE NECESSARY CORRECTION OR EXPLANATION IN A WRITTEN FORMAL RESPONSE. OTHERWISE, NO EXTRA CHARGE WILL BE ALLOWED FOR THE WORK OR MATERIAL WHICH THE ARCHITECT OR ENGINEER MAY REQUIRE, PROVIDED THAT IT COMES WITHIN A REASONABLE INTERPRETATION OF THE DRAWINGS, SPECIFICATIONS, AND OVERALL INTENT OF THE CONTRACT DOCUMENTS.
- G. THE PLANS AND SPECIFICATIONS ARE INTENDED AS A GENERAL DESCRIPTION OF THE WORK TO BE PERFORMED. ALL ITEMS NOT SPECIFICALLY MENTIONED OR SHOWN, BUT NECESSARY FOR THE COMPLETION OF THE INSTALLATION, SHALL BE FURNISHED AND INSTALLED AS PART OF THIS CONTRACT, BY THE SUB-CONTRACTOR. THIS SUB-CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH THE MECHANICAL, ARCHITECTURAL, PLUMBING, STRUCTURAL, AND ELECTRICAL PLANS PRIOR TO SUBMITTING HIS FINAL BID. NO ADDITIONAL COMPENSATION WILL BE ALLOWED DUE TO THE CONTRACTOR'S FAILURE TO FAMILIARIZE HIMSELF WITH THE PLANS AND HAVE ALL ITEMS OF WORK CLEARLY UNDERSTOOD AND ITEMIZED IN HIS BID PROPOSAL.
- SUBMITTAL
- A. SUBMIT FIVE (5) COPIES OF TECHNICAL INFORMATION ON ALL MAJOR EQUIPMENT IN BINDERS. MARK-UP PRINTS OF THE DESIGN DRAWINGS WITH RED PENCIL AS ITEMS ARE INSTALLED AND SUBMIT TWO COPIES SHOWING AN ACCURATE "AS-BUILT" RECORD OF THE ENTIRE COMPLETED SYSTEM. GIVE THE OWNER INSTRUCTIONS IN OPERATION OF EACH SYSTEM. SECURE FROM THE OWNER A SIGNED MEMO STATING THAT TECHNICAL INFORMATION AS BUILT DRAWINGS AND INSTRUCTIONS IN OPERATION HAVE BEEN RECEIVED. SUBMIT MEMO TO THE ARCHITECT PRIOR TO ISSUANCE OF FINAL PAYMENT.

PART 2 - PRODUCTS

2.01

CONDUIT

- A. WHERE CONDUIT IS REQUIRED BELOW GRADE, IT SHALL BE SCHEDULE 40 PVC. PROVIDE NYLON PULL CORDS IN ALL EMPTY CONDUITS. SIZE CONDUIT PER N.E.C. FOR ENCLOSED WIRING.
- B. WHERE CONDUIT IS REQUIRED WITHIN THE BUILDING, IT SHALL BE:
1. WHERE EXPOSED TO PHYSICAL DAMAGE, RIGID OR INTERMEDIATE METAL CONDUIT.
2. WHERE CONCEALED IN STRUCTURE OR CONCEALED BY FINISHES, EMT SHALL BE UTILIZED EXCEPT WHERE RIGID NONMETALLIC CONDUIT IS PERMITTED BY LOCAL AUTHORITY.
3. MC CABLE WITHIN PARTITIONS. MC CABLE MAY NOT BE USED FOR ANY HOMERUN.
- C. WHERE FLEXIBILITY IS REQUIRED AT MOTORS, FIXED APPLIANCES AND LIGHTING FIXTURES, FLEXIBLE METAL CONDUIT SHALL BE UTILIZED. FLEXIBLE CONDUIT EXPOSED TO MOISTURE SHALL BE LIQUID TIGHT FLEXIBLE METAL CONDUIT, EXCEPT WHERE LIQUID TIGHT FLEXIBLE NONMETALLIC CONDUIT IS PERMITTED BY LOCAL AUTHORITY - SUBMIT FOR APPROVAL PRIOR TO PURCHASE OR ANY INSTALLATION.
- D. FITTING SHALL BE APPROVED AND U.L. LISTED FOR THE RACEWAY UTILIZED.

2.02

CONDUCTORS

- A. ALL CONDUCTORS SHALL BE COPPER (#12 MIN.), THHN/THWN INSULATION. COMPLY WITH ALL N.E.C. ARTICLES. ALL CONDUCTORS SHALL BE NEW, FREE FROM KINKS AND OTHER DEFECTS AFTER INSTALLATION HAS BEEN MADE.

2.03

SUPPORTS

- A. PROVIDE ALL SUPPORTS FOR ELECTRICAL MATERIAL AND EQUIPMENT.

2.04

COVER PLATES

- A. ALL PLATE FINISHES SHALL BE AS DESIGNATED BY THE ARCHITECT.

RECEPTACLES

- A. PROVIDE COMMERCIAL GRADE 20 AMP, 2 POLE, 3 WIRE, GROUNDING TYPE DEVICES WITH BACK AND SIDE WIRING CAPABILITY, SUITABLE FOR SPLIT CIRCUIT OPERATION. PLATES SHALL BE SCREW-LESS TYPE WITH COLOR BY ARCHITECT.

PART 3 - EXECUTION

3.01

GROUNDING

- A. A SEPARATE GROUNDING CONDUCTOR, SIZED IN ACCORDANCE WITH N.E.C. ARTICLE 250-122, SHALL BE PROVIDED IN THE CONDUIT WITH THE CIRCUIT CONDUCTORS FOR ALL LIGHTING, POWER AND FEEDER CIRCUITS.
- B. ALL ELECTRICAL EQUIPMENT ENCLOSURES AND CONDUCTOR ENCLOSURES SHALL BE GROUNDED

3.02

INSTALLATION:

- A. THE CONTRACTOR SHALL INSTALL HIS WORK TO JOB CONDITIONS AND MAKE SUCH CHANGES AS REQUIRED AND PERMITTED BY THE ARCHITECT, SUCH AS MOVING HIS WORK TO CLEAR BEAMS, JOISTS, AND ADJUSTING OTHER APPARATUS TO AVOID INTERFERENCES WITH WINDOWS AND OPENINGS, OR RAISING OR LOWERING HIS WORK TO PERMIT THE PASSING OF DUCTWORK OR THE WORK OF OTHER TRADES; ALL AS REQUIRED OR AS JOB CONDITIONS DICTATE, WITHOUT ANY ADDITIONAL COSTS TO THE OWNER OR THE CONTRACT PRICE.
- B. EXAMINE AREAS AND CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED AND PRODUCTS ARE TO BE INSTALLED AND NOTIFY ARCHITECT IN WRITING OF CONDITIONS DETRIMENTAL TO PROPER AND TIMELY COMPLETION OF THE WORK. DO NOT PROCEED WITH THE WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED IN A MANNER ACCEPTABLE TO THE INSTALLER.
- C. DO NOT ALLOW OR CAUSE ANY OF THE WORK OF THIS DIVISION, OR CAUSE OTHER DIVISIONS OF WORK TO BE COVERED UP, OR ENCLOSED, UNTIL IT HAS BEEN INSPECTED, TESTED AND APPROVED BY THE ARCHITECT AND BY ALL OTHER AUTHORITIES HAVING JURISDICTION.
- D. ALL PANELBOARDS, SWITCHES, OUTLETS, COVERPLATES, SIGNS, LIGHTING FIXTURES, AND ANY AND ALL OTHER ELECTRICAL EQUIPMENT PROVIDED SHALL BE THOROUGHLY CLEANED OF ALL DIRT, OIL, CONCRETE, ETC. ANY DENTS, SCRATCHES OR OTHER VISIBLE BLEMISHES SHALL BE CORRECTED AND THE APPEARANCE AND CORROSION RESISTANCE OF THE EQUIPMENT MADE "LIKE NEW", TO THE SATISFACTION OF THE ARCHITECT/ENGINEER.

- E. PERFORM ALL ADJUSTMENTS NECESSARY TO ENSURE PROPER SYSTEM OPERATION IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

END OF SECTION 16000

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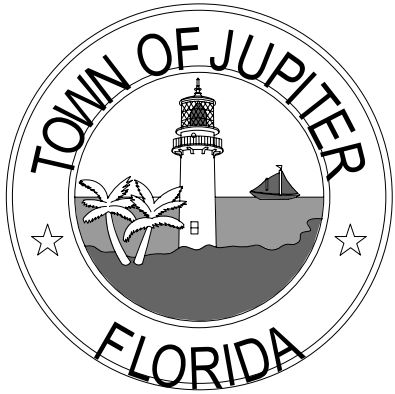
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JUPITER TOWN
HALL - P&Z



TOWN OF
JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025

S+A Project No : 24070

Owner Project No :

Drawn By :

Author

Checked By :

Checker

Phase :

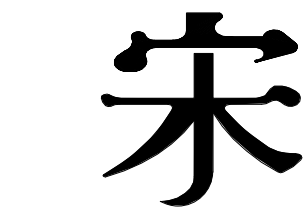
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Sheet Title :

SPECIFICATIONS -
ELECTRICAL

Sheet # :

E002



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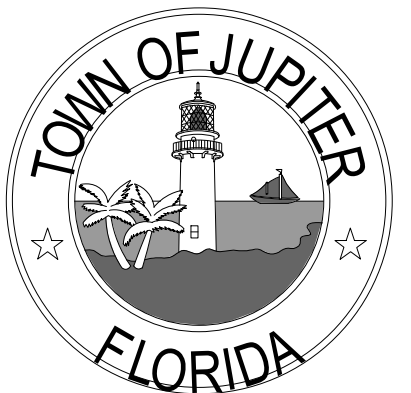
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TOWN OF
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210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025

S+A Project No : 24070

Owner Project No :

Drawn By : Author

Checked By : Checker

Phase :
CONSTRUCTION
DOCUMENTS

Sheet Title :

OVERALL FIRST
FLOOR PLAN -
ELECTRICAL

Sheet # :

E101

6

OVERALL FIRST FLOOR PLAN - LIGHTING

1

SCALE: 3/32" = 1'-0"

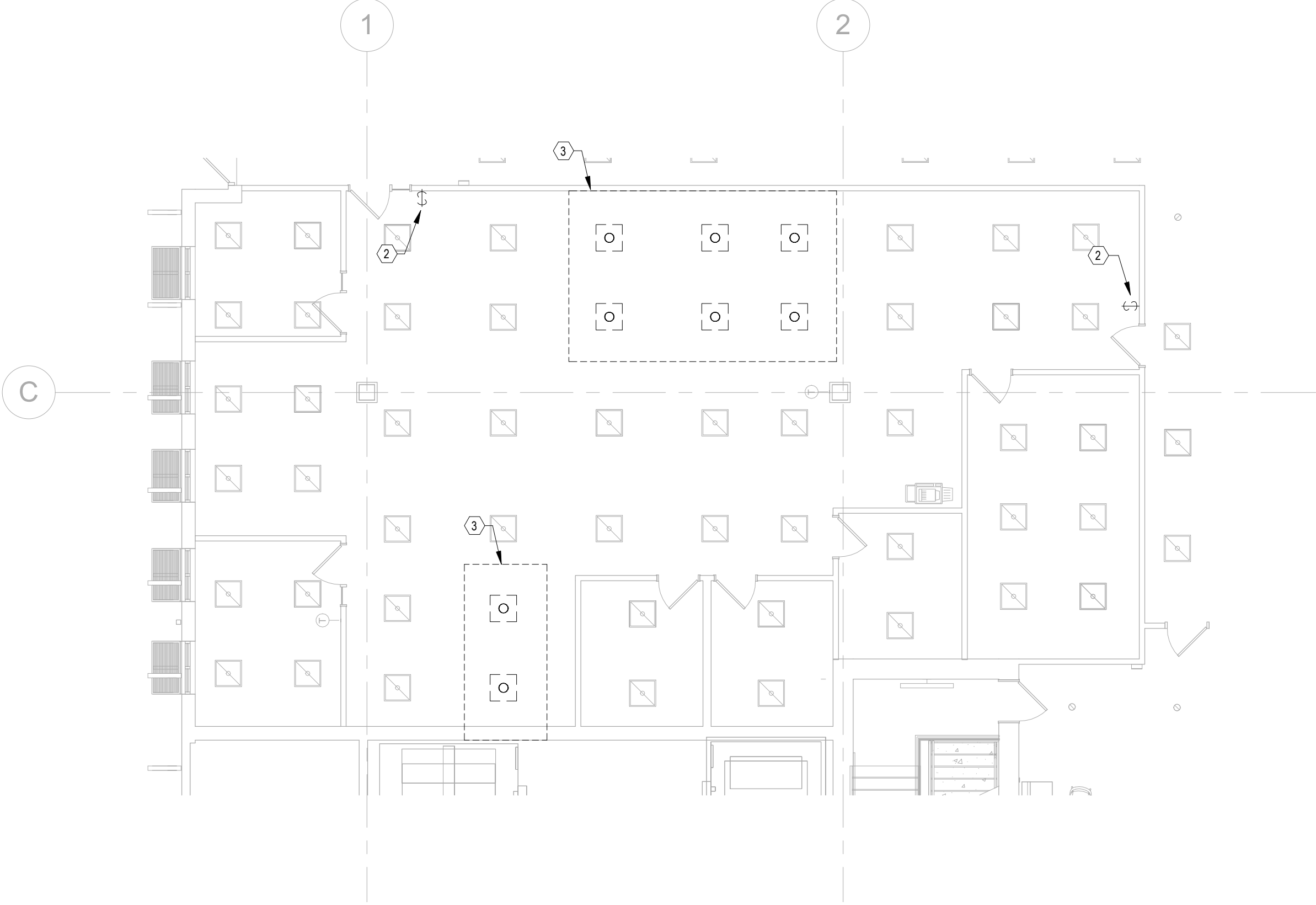


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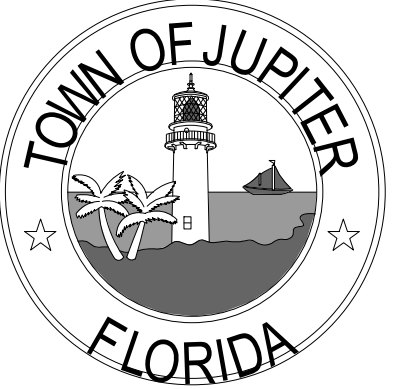
GENERAL DEMO KENOTES (X):

1. EXISTING POWER CIRCUIT JUNCTION BOX SERVING MODULAR FURNITURE FEEDS. DISCONNECT MODULAR FURNITUR WHIPS AND FITTINGS. RETAIN POWER CIRCUITS IN PLACE FOR REUSE IN NEW WORK. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CIRCUITS AND ALL CONNECTED OUTLETS ON THOSE CIRCUITS PRIOR TO COMMENCING ANY DEMO WORK. NOTIFY THE EOR OF ANY DISCREPENSIES.
2. EXISTING SWITCHBOX TO BE RELOCATED. REMOVE DEVICE. BACKBOX AND CONDUIT STUB INTO ACCESSIBLE CEILING. PATCH AND REPAINT OPENING TO MATCH SURROUNDING FINISH.
3. EXISTING LIGHT FIXTURES TO BE RELOCATED. DISCONNECT FROM EXISTING SWITCHED LIGHTING CIRCUIT AND RETAIN FIXTURE FOR REUSE IN NEW WORK.

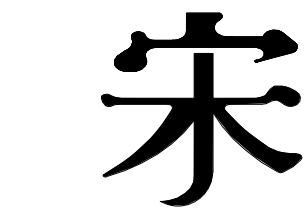
PARTIAL FIRST FLOOR PLAN - DEMO -
POWER & FIRE ALARM
1/8" = 1'-0"



PARTIAL FIRST FLOOR PLAN - DEMO -
LIGHTING
1/8" = 1'-0"



REVISION	DATE



Song + Associates

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Telephone: 561-655-2423
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Kyriakos Liatsos, PE on the date adjacent to the seal.
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sealed and the signature must be verified on any electronic copies.

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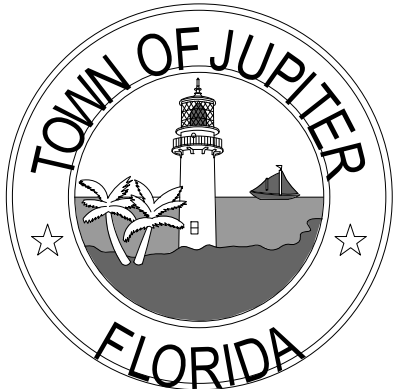
Consultants :



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JUPITER TOWN
HALL - P&Z



TOWN OF
JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025

S+A Project No : 24070

Owner Project No :

Drawn By : Author

Checked By : Checker

Phase :
CONSTRUCTION
DOCUMENTS

Sheet Title :

ENLARGED PLANS
- ELECTRICAL

Sheet # :

E201

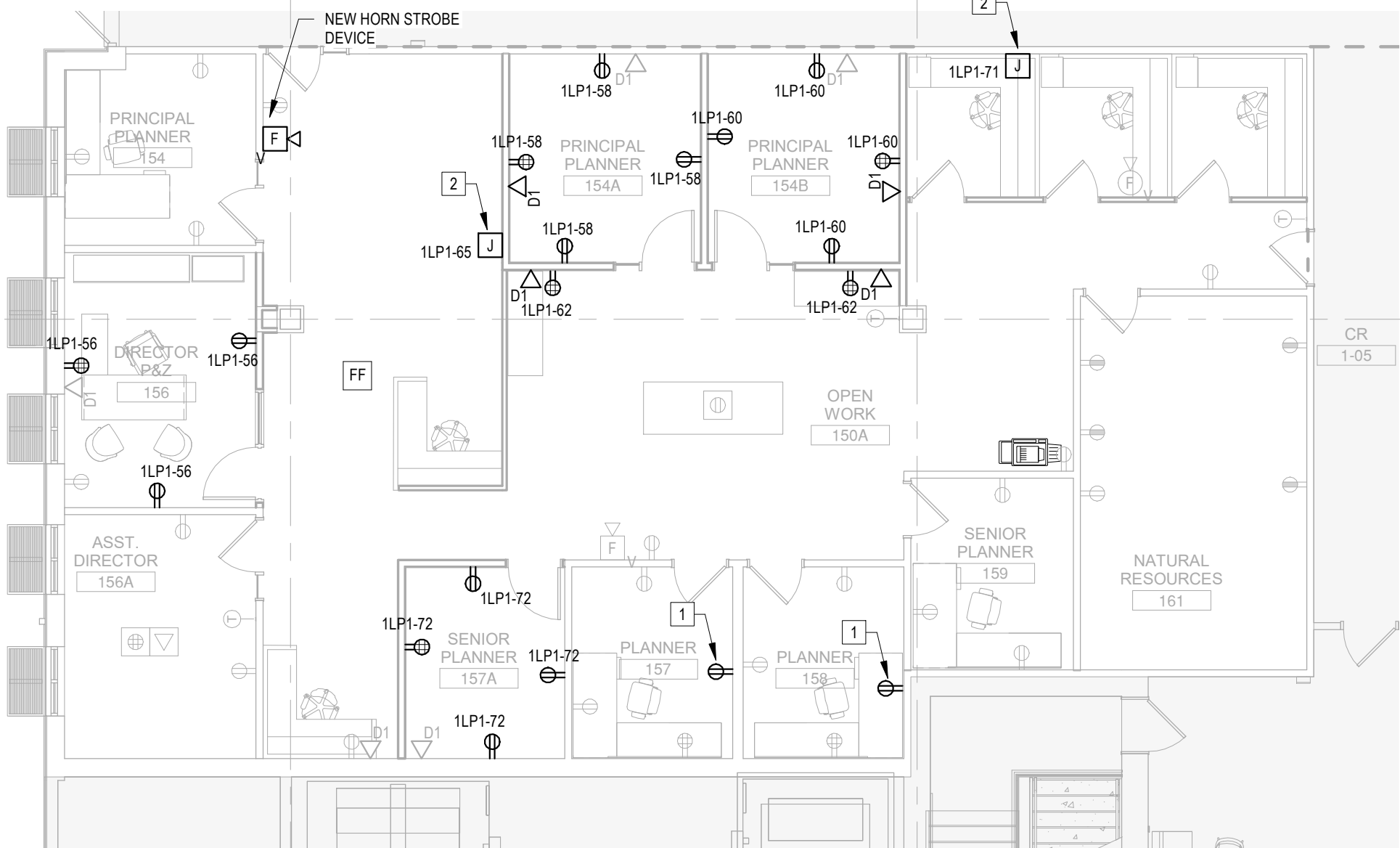
8

GENERAL POWER AND FIRE ALARM NOTES:

1. PROVIDE NEW FIRE ALARM DEVICE(S) AS SHOWN. CONNECT TO EXISTING NOTIFICATION CIRCUIT SERVING THE AREA. PROVIDE NEW DEVICE ADDRESS. EXISTING FIRE ALARM SYSTEM IS AN EDWARDS R1000 SERIES SYSTEM.
2. UNLESS NOTED OTHERWISE ALL NEW POWER RECEPTACLE OUTLETS SHALL BE FED FROM EXISTING CIRCUITS RETAINED IN DEMO PHASE. PROVIDE ALL NEW CONDUIT AND WIRING AS REQUIRED TO EXTEND EXISTING CIRCUITS TO NEW OUTLETS AS SHOWN.
3. PROVIDE NEW DATA OUTLETS AS SHOWN. PROVIDE NEW DATA CABLING BACK TO EXISTING IDF ROOM 130. NEW DATA CABLING AND TERMINATION TYPES SHALL MATCH THE SPECIFICATION AND TYPE OF THE EXISTING WIRING WITHIN THE FACILITY (VERIFY IN FIELD).

POWER AND FIRE ALARM KEYNOTES [X] :

1. PROVIDE NEW RECEPTACLE IN EXISTING OFFICE TO REMAIN. CONNECT TO EXISTING RECEPTACLE CIRCUIT SERVING THE SPACE.
2. PROVIDE NEW FURNITURE FEED JUNCTION BOX. COORDINATE BOX COVER REQUIREMENTS WITH EXISTING OR NEW MODULAR FURNITURE WHIPS.



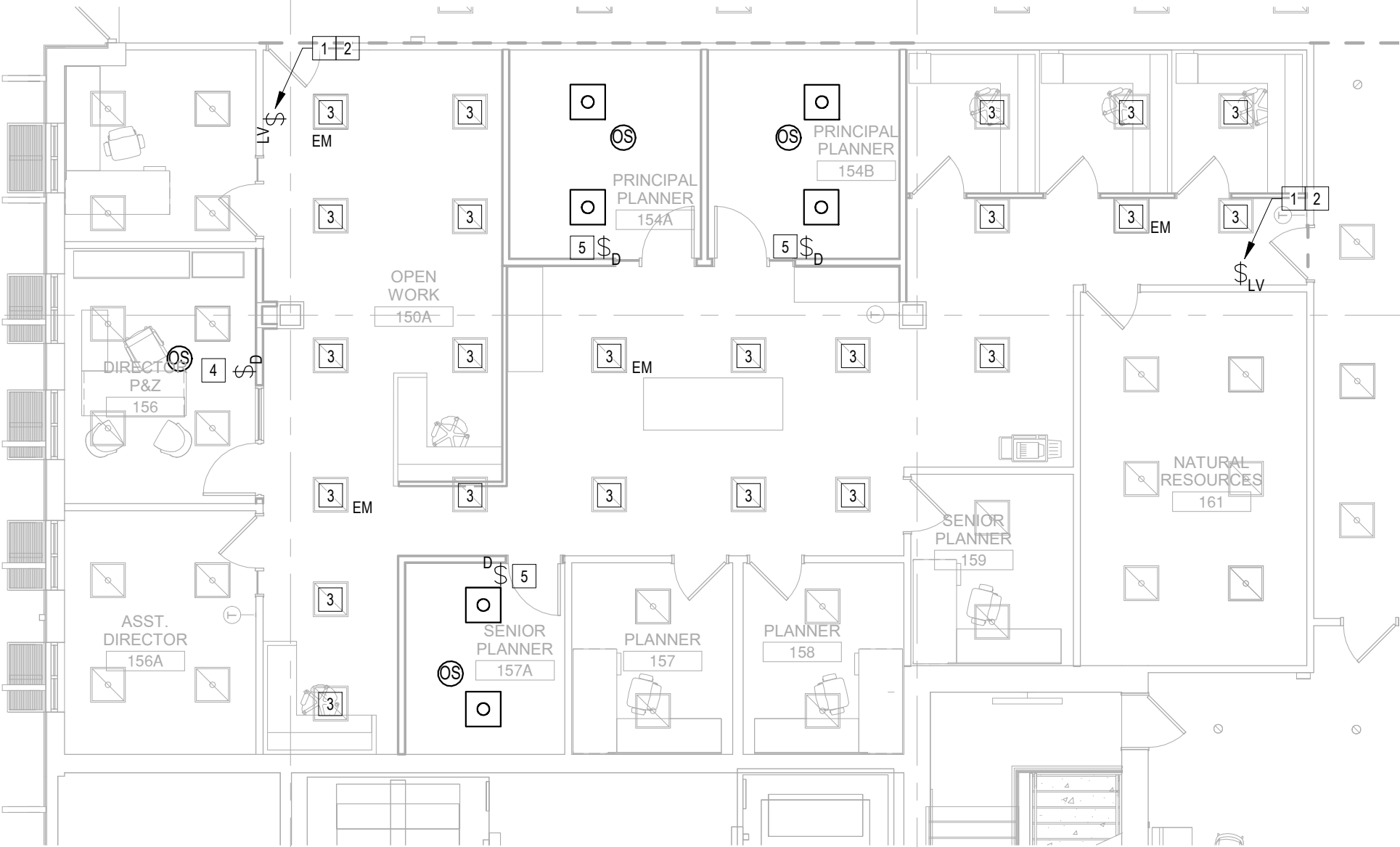
PARTIAL FIRST FLOOR PLAN - POWER &
FIRE ALARM
1/8" = 1'-0"

GENERAL LIGHTING NOTES:

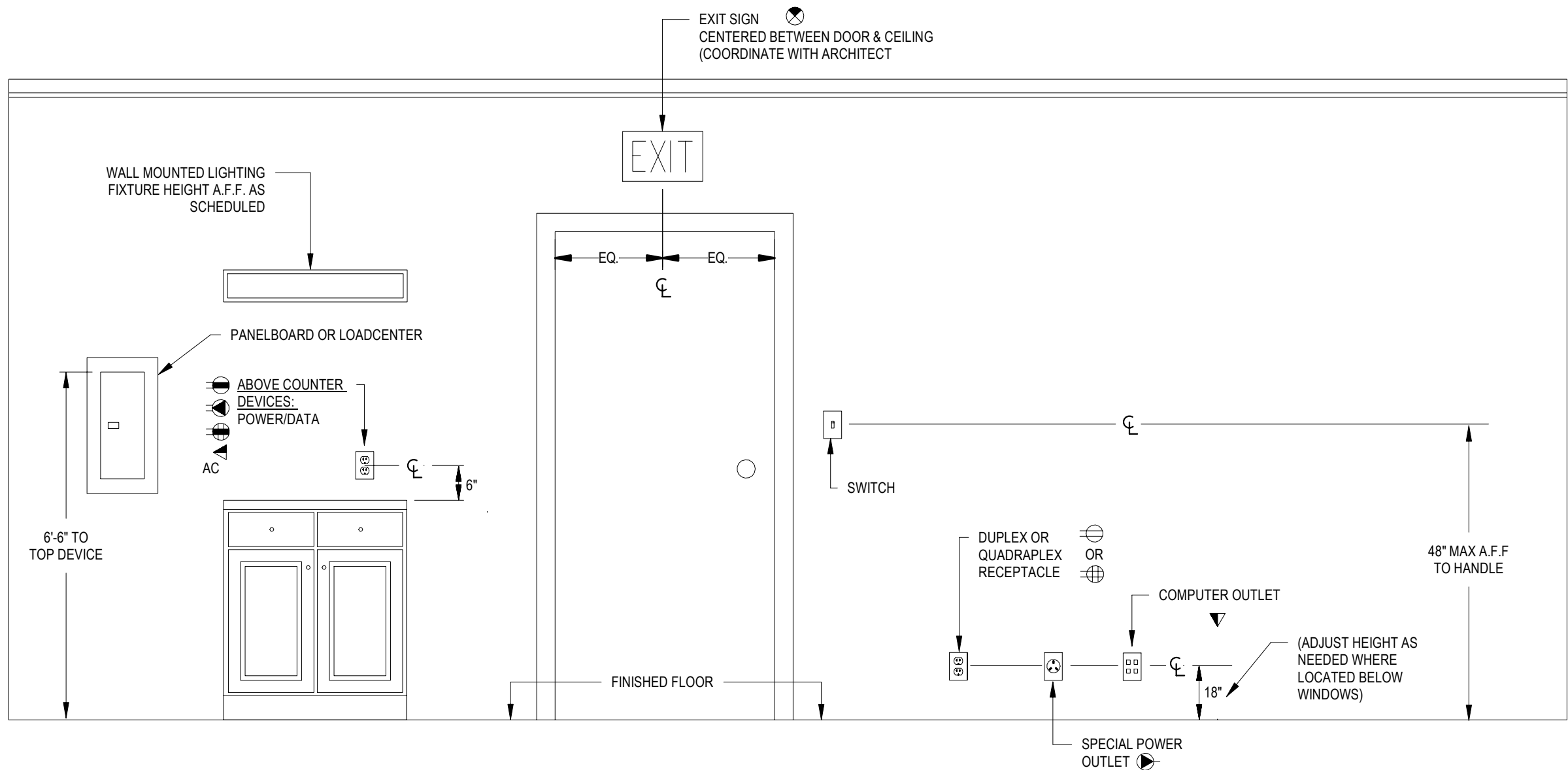
1. IT IS THE INTENT OF THIS RENOVATION TO REUSE, RETAIN IN PLACE OR RELOCATE EXISTING LIGHTING FIXTURES WITHIN THE AREA OF RENOVATION. ALL "NEW" LIGHTING FIXTURES SHOWN ON THIS PLAN ARE EXISTING TO BE RELOCATED. CONTRACTOR SHALL RELOCATE OR PROVIDE NEW CEILING TILES AS NEEDED TO ACCOMMODATE NEW FIXTURE LOCATIONS. ALL LIGHTING SHALL REMAIN FED FROM EXISTING LIGHTING CIRCUIT SERVING THE SPACE. EXTEND EXISTING UNSWITCHED LIGHTING CIRCUIT TO NEW POWERPACKS AND SWITCHES AS REQUIRED.
2. ALL NEW CEILING MOUNTED DEVICES SHALL BE CENTERED WITHIN THE TILE.

LIGHTING KEYNOTES [X] :

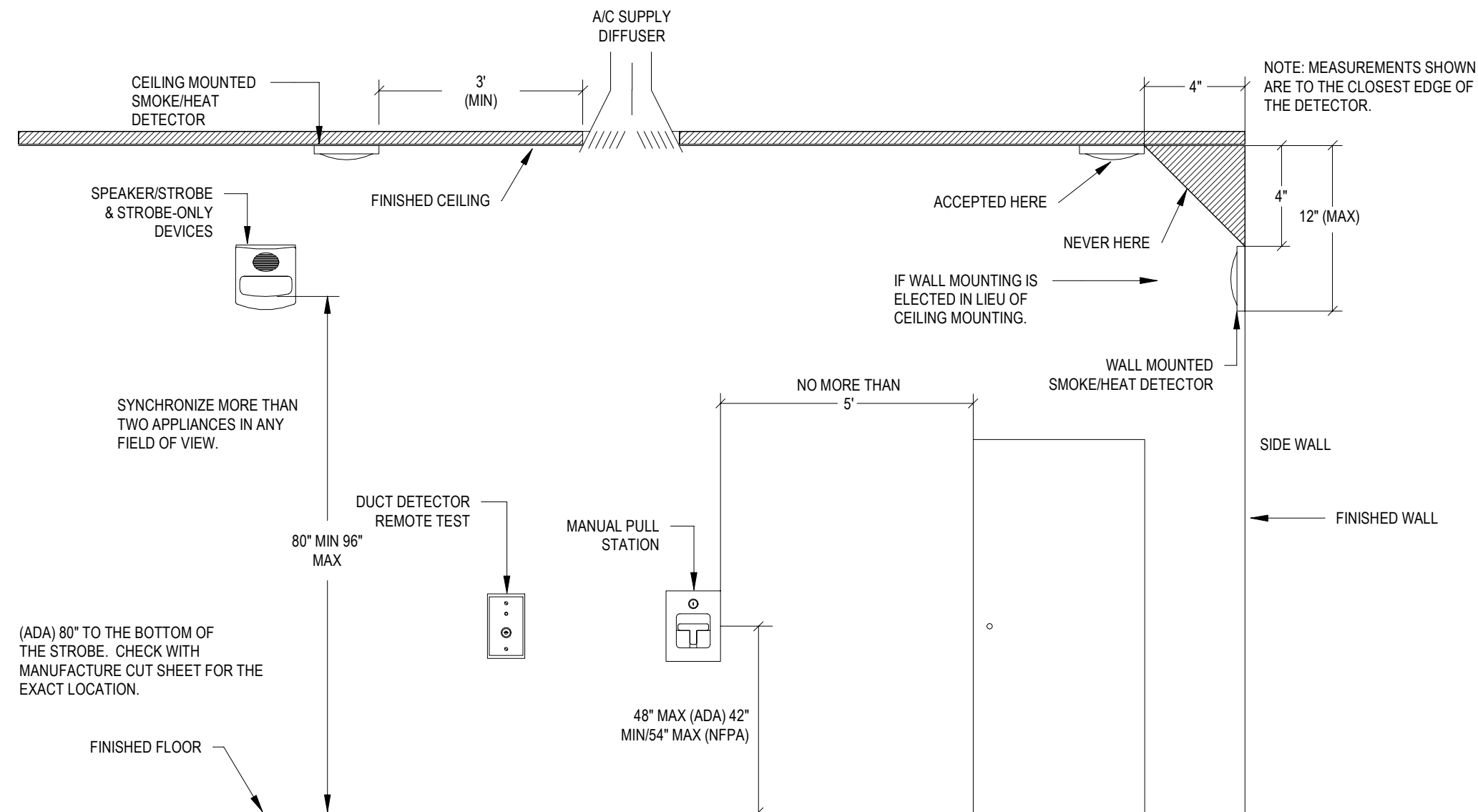
1. RELOCATE EXISTING SWITCHBOX TO NEW LOCATION SHOWN.
2. CONTRACTOR SHALL PROVIDE NEW LOW VOLTAGE DIMMING SWITCHES TO REPLACE STEP SWITCHING FOR EXISTING LIGHTING FIXTURES IN OPEN WORK AREA 150A. PROVIDE NEW DIMMING POWERPACKS/ROOM CONTROLLERS TO REPLACE EXISTING (NOT SHOWN). PROVIDE NEW 0-10 VOLT WIRING TO EXISTING FIXTURES INDICATED WITH KEYNOTE 3. RETAIN EMERGENCY POWER TO FIXTURES INDICATED AS "EM" ON PLANS (VERIFY IN FIELD).
3. EXISTING LED FIXTURE SERVING OPEN WORK AREA 150A. REFER TO KEYNOTE 2 ABOVE.
4. EXISTING LIGHTING FIXTURES WITHIN THIS SPACE TO REMAIN. DISCONNECT LIGHTING FROM EXISTING OPEN AREA CONTROLS. PROVIDE NEW SWITCHING AS INDICATED. WHERE DIMMING IS REQUIRED PROVIDE NEW SINGLE ZONE DIMMING SWITCH, POWERPACK AND CEILING OCCUPANT SENSOR. PROVIDE NEW 0-10V DIMMING WIRE TO EACH FIXTURE.
5. RELOCATE EXISTING LIGHTING FIXTURES RETAINED IN DEMO PHASE TO NEW LOCATIONS SHOWN. PROVIDE NEW SINGLE ZONE DIMMING SWITCH, POWERPACK AND CEILING OCCUPANT SENSOR. PROVIDE NEW 0-10V DIMMING WIRE TO EACH FIXTURE.



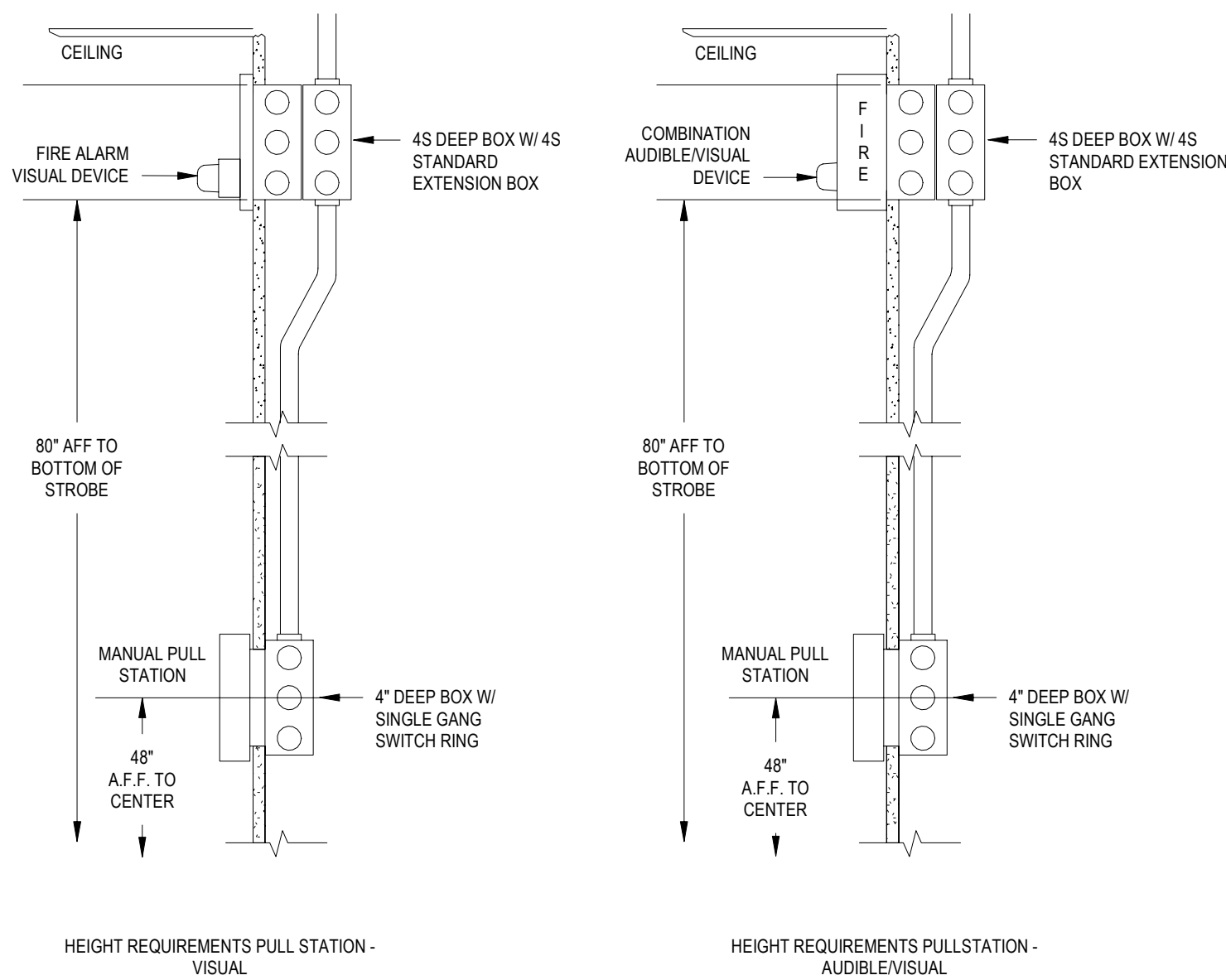
PARTIAL FIRST FLOOR PLAN - LIGHTING
1/8" = 1'-0"



1 TYPICAL SYSTEM OUTLET MOUNTING HEIGHT NTS



2 FIRE ALARM DEVICE MOUNTING HEIGHTS DETAIL NTS



3 FIRE ALARM WALL DEVICE MOUNTING DETAIL NTS

宋

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Kyriakos Latsos, PE on the date adjacent to the seal.
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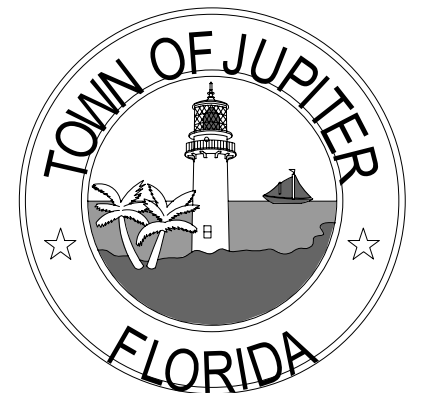
Consultants :

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JUPITER TOWN
HALL - P&Z



TOWN OF
JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025

S+A Project No : 24070

Owner Project No :

Drawn By : Author

Checked By : Checker

Phase :
CONSTRUCTION
DOCUMENTS

Sheet Title :

DETAILS -
ELECTRICAL

Sheet # :

E501

FIRE PROTECTION SPECIFICATIONS:	
1.01	GENERAL DOCUMENTS
A.	THESE PLANS WERE PREPARED IN ACCORDANCE WITH THE INTENT OF NFPA 13 - 2019, NFPA 25 - 2020. THE 8TH EDITION OF THE FLORIDA FIRE PREVENTION CODE AND/OR THE REQUIREMENT OF THE AUTHORITY HAVING JURISDICTION.
B.	THE FIRE SPRINKLER WORK SHALL INCLUDE FURNISHING ALL LABOR, EQUIPMENT, MATERIALS AND SERVICE NECESSARY FOR AND REASONABLY INCIDENTAL TO THE PROPER COMPLETION OF ALL FIRE SPRINKLER WORK SHOWN ON THE DRAWINGS AND AS SPECIFIED. ALL MATERIAL SHALL BE NEW.
C.	A SEPARATE PERMIT SHALL BE REQUIRED FOR THE FIRE SPRINKLER WORK.
1.02	SHOP DRAWINGS AND SUBMITTALS
A.	THE FIRE SPRINKLER CONTRACTOR SHALL PREPARE A "MATERIAL SUBMITTAL PACKAGE" AND SUBMIT TO THE ENGINEER AND AUTHORITY HAVING JURISDICTION, FOR APPROVAL. FIRE SPRINKLER CONTRACTOR MAY ELECT TO RESUBMIT THE ENGINEERING DRAWINGS WITH ITS COMPANY INFORMATION SUBSTITUTED FOR THE FIRE PROTECTION ENGINEER OF RECORD, ALONG WITH ADDED FABRICATION AND COORDINATION NOTES, IF REQUIRED. THE USE OF THE FIRE PROTECTION ENGINEER OF RECORD'S DRAWINGS FOR SHOP DRAWINGS DOES NOT RELIEVE THE FIRE SPRINKLER CONTRACTOR OF THE RESPONSIBILITY FOR FIELD COORDINATION AS WOULD BE REQUIRED IF IT HAD PRODUCED SHOP DRAWINGS FROM SCRATCH. THE FIRE SPRINKLER CONTRACTOR SHALL VERIFY ALL QUANTITIES AND IMMEDIATELY NOTIFY THE FIRE PROTECTION ENGINEER OF RECORD IN WRITING OF ANY DISCREPANCIES SO THAT A RESOLUTION CAN BE FORMULATED. FIRE PROTECTION ENGINEER OF RECORD WILL NOT SIGN AND SEAL ANY SHOP DRAWINGS CREATED BY CONTRACTOR.
B.	THE FIRE PROTECTION ENGINEER OF RECORD MAY FURNISH THE FIRE SPRINKLER CONTRACTOR, UP TO FOUR (4) SETS OF ENGINEERING DRAWINGS BEARING THE SEAL OF THE FIRE PROTECTION ENGINEER OF RECORD, FOR PERMITTING DRAWINGS, IF REQUESTED BY THE FIRE SPRINKLER CONTRACTOR WITHIN 170 CALENDAR DAYS OF THE DATE OF THE FLOW TEST ON THESE DRAWINGS. IF THIS TIME PERIOD HAS EXPIRED AND THE FIRE SPRINKLER CONTRACTOR WISHES TO OBTAIN SIGNED AND SEALED DRAWINGS FROM THE FIRE PROTECTION ENGINEER OF RECORD, THE FIRE SPRINKLER CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NEW FLOW INFORMATION AND PROVIDING SUCH TO FIRE PROTECTION ENGINEER OF RECORD. FIRE PROTECTION ENGINEER OF RECORD RESERVES THE RIGHT TO WITNESS FLOW TEST, IF EXTENSIVE DRAWING AND CALCULATION MODIFICATIONS ARE REQUIRED AS A RESULT OF THE NEW FLOW DATA. FIRE SPRINKLER CONTRACTOR SHALL BE RESPONSIBLE FOR ASSOCIATED COST AT ADDITIONAL SERVICES RATES PROPOSED BY FIRE PROTECTION ENGINEER OF RECORD TO ITS CLIENT ON THIS PROJECT.
C.	FIRE SPRINKLER CONTRACTOR SUBMITTALS WHICH DEVIATE FROM THE DESIGN SHOWN IN THIS PLAN SET SHALL BE CONSIDERED A MATERIAL DEVIATION.
D.	ALL MATERIAL DEVIATIONS REQUIRE THE APPROVAL OF THE FIRE PROTECTION ENGINEER OF RECORD AND THE LOCAL AUTHORITY HAVING JURISDICTION.
E.	SPRINKLER HEADS SHOWN ON THIS SHEET OR IN THIS PLAN SET SHALL BE THE BASIS OF THE DESIGN. IF ALTERNATE HEADS ARE SUBMITTED, THE FIRE SPRINKLER CONTRACTOR SHALL PROVIDE A CLEAR, DETAILED SUMMARY IN THE SUBMITTALS OF THE DIFFERENCES BETWEEN THE SUBMITTED EQUIPMENT AND THE BASIS OF DESIGN. THE FIRE PROTECTION ENGINEER OF RECORD MAY ACCEPT OR REJECT THE ALTERNATES. EQUAL HEADS BY OTHER MANUFACTURERS WILL BE EVALUATED AND APPROVED IF FUNCTIONALLY EQUIVALENT.
1.03	RECORD DRAWINGS
A.	THE FIRE SPRINKLER CONTRACTOR IS REQUIRED TO MAINTAIN A COMPLETE AND ACCURATE AS-BUILT DRAWING SET. UPON FINAL COMPLETION OF THE PROJECT, THE FIRE SPRINKLER CONTRACTOR SHALL SUPPLY THE GENERAL CONTRACTOR AND AHJ WITH AN AS-BUILT SET AND THE ENGINEER OF RECORD WITH UPDATED AUTOCAD FILES PRIOR TO FINAL PAYMENT.
PART 2 - INSTALLATION	
2.01	MATERIALS
A.	ALL FIRE PROTECTION EQUIPMENT AND MATERIALS SHALL BE U.L. LISTED (WHEN APPLICABLE).
B.	ALL THREADED FITTINGS ARE TO BE CLASS 125 CAST IRON OR CLASS 150 MALLEABLE IRON.
C.	GROOVED FITTINGS ARE TO BE UL LISTED FOR FIRE PROTECTION SERVICE AND RATED FOR 175 PSI SERVICE.
D.	BRANCH LINE PIPING, 2" AND SMALLER, SHALL BE SCHEDULE 10 BLACK STEEL WITH GROOVED END FITTINGS AND WELDED BRANCH LINE OUTLETS 40 WITH THREADED ENDS. SPRIGS, ARM-OVERS AND DROPS SHALL BE SCHEDULE 40 STEEL WITH THREADED ENDS. USE OF THREADEABLE LIGHTWALL PIPE SHALL NOT BE PERMITTED.
E.	INTERIOR MAIN PIPING, 2-1/2" AND LARGER, SHALL BE SCHEDULE 10 BLACK STEEL, WITH GROOVED END FITTINGS AND WELDED BRANCH LINE OUTLETS IN ACCORDANCE WITH NFPA-13 AND ASTM A 795 UNLESS NOTED OTHERWISE. LIGHTWALL PIPE SHALL NOT BE PERMITTED.
F.	ALL HANGERS TO BE ACCORDANCE WITH NFPA-13. TRAPEZE HANGER SHALL BE UTILIZED WHERE NECESSARY TO COMPLY WITH THE HANGER SPACING OF NFPA 13. POWDER DRIVEN STUDS SHALL NOT BE PERMITTED.
PART 3 - EXECUTION	
A.	3.01. INSTALLATION SHALL CONFORM TO NFPA-13 (2019 EDITION) AND THE 8TH EDITION OF THE FLORIDA FIRE PREVENTION CODE AND APPLICABLE REQUIREMENTS OF THE REFERENCED CODES. DEVIATIONS OR ABNORMAL CONDITIONS THAT WOULD RESULT IN NON-CODE OR STANDARD COMPLIANCE SHALL BE BROUGHT TO THE ATTENTION OF THE FIRE PROTECTION ENGINEER OF RECORD BY THE FIRE SPRINKLER CONTRACTOR, IN WRITING FOR ASSISTANCE IN THE RESOLUTION OF THE PROBLEM.
B.	ALL PENETRATIONS THROUGH RAFTED WALLS/FLOORS SHALL BE FIRE STOPPED/WATERPROOFED TO MATCH THE RATING OF THE WALL/FLOOR.
C.	FIRE SPRINKLER HEADS TO BE INSTALLED IN CENTER OF TILE FOR THIS PROJECT, WITHIN +/- 1" OF CENTER AS SHOWN ON PLAN.
D.	THE FIRE SPRINKLER CONTRACTOR SHALL BE PREPARED TO CUT OUT A NOMINAL NUMBER OF PIPE JOINTS IF REQUESTED BY THE LOCAL FIRE OFFICIAL TO INSPECT THE FITTING ASSEMBLY TECHNIQUES FOR: SQUARE END PIPING CUTS, FULL INSERTION OF THE PIPE INTO THE FITTING, CHAMFERING OF THE LEADING EDGE OF THE PIPE, AND PROPER SOLVENT CEMENT APPLICATION. FAILURE TO COMPLY WITH ALL INSTALLATION RULES REQUIRED BY LISTINGS OF THE PIPE SHALL SUBJECT THE CONTRACTOR TO THE REQUIRED REMOVAL AND REPLACEMENT OF ALL AFFECTED SECTIONS AT HIS OR HER EXPENSE.
3.02	TESTING
A.	THE FIRE SPRINKLER SYSTEM SHALL BE PRESSURE TESTED AT 200 PSI FOR 2 HOURS IN ACCORDANCE WITH NFPA 13. THE SYSTEM SHALL MAINTAIN THE TEST PRESSURE FOR THE REQUIRED PERIOD WITHOUT LOSS. ALL REQUIREMENTS OF CHAPTER 25 OF NFPA 13 "SYSTEM ACCEPTANCE" SHALL BE COMPLETED BY THE INSTALLING FIRE SPRINKLER CONTRACTOR.
B.	IT IS THE RESPONSIBILITY OF THE FIRE SPRINKLER CONTRACTOR TO COORDINATE WITH THE LOCAL AHJ FOR AN ACCEPTABLE METHOD OF TESTING AUTOMATIC AND MANUAL STANDPIPES AS REQUIRED PER NFPA 25 PRIOR TO INSTALLATION.
3.03	FINAL INSPECTION
A.	THE FIRE SPRINKLER CONTRACTOR SHALL PROVIDE A COPY OF NFPA 25 AND MANUFACTURERS EQUIPMENT AND MAINTENANCE CUTSHEETS TO THE OWNER, UPON COMPLETION OF THE WORK AND AS PART OF THE APPLICATION FOR PAYMENT.
B.	FIRE SPRINKLER CONTRACTOR'S MATERIAL AND TEST CERTIFICATION DOCUMENTS SHALL BE COMPLETED FOR THIS PROJECT AND DELIVERED TO THE AUTHORITY MAKING THE FINAL INSPECTION.
3.04	WARRANTY
A.	THE FIRE SPRINKLER CONTRACTOR SHALL WARRANT ITS WORK TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE OF ALL WORK.
3.05	IMPAIRMENTS
A.	BEFORE SHUTTING OFF A SECTION OF THE FIRE SERVICE SYSTEM TO MAKE SPRINKLER SYSTEM CONNECTIONS, NOTIFY THE AUTHORITY HAVING JURISDICTION, PLAN THE WORK CAREFULLY, AND ASSEMBLE ALL MATERIALS TO MINIMIZE DOWN TIME.

FIRE PROTECTION DESIGN CRITERIA:	
(1)	SCOPE OF WORK: EXISTING SPRINKLER SYSTEM VERIFICATION. FIRE PROTECTION CONTRACTOR SHALL FIELD VERIFY ALL EXISTING SYSTEM SUPPLY MAINS, BRANCH LINES, SPRINKLER HEADS AND ALL OTHER ASSOCIATED ITEMS WITHIN AREA OF RENOVATION. IT IS THE RESPONSIBILITY OF THE FIRE PROTECTION CONTRACTOR TO ASSESS ALL WORK NEEDED TO SUPPORT THE NEW RENOVATIONS AND MODIFICATIONS OF THE EXISTING SPRINKLER SYSTEM PRIOR TO BIDDING. DEMO WORK: EXISTING FIRE SPRINKLER SYSTEM AND ASSOCIATED MATERIALS SHALL BE REMOVED AS REQUIRED BY NEW FLOOR PLAN LAYOUT AND AS REQUIRED FOR INSTALLATION OF NEW SYSTEMS (CEILINGS, DUCTS, PIPING, EQUIPMENT, ETC.) REQUIRED BY PROJECT. FIRE PROTECTION CONTRACTOR SHALL FIELD VERIFY ALL EXISTING. FIRE SPRINKLER SYSTEM RENOVATION: ADJUST EXISTING FIRE SPRINKLER SYSTEM SERVING EXISTING SPACE AND PROVIDE WITH NEW SPRINKLER HEAD LAYOUT AND PIPING IN ACCORDANCE WITH NFPA 13, 2019 EDITION AS REQUIRED BY RENOVATION. IT IS THE RESPONSIBILITY OF THE FIRE PROTECTION CONTRACTOR TO ASSESS ALL WORK NEEDED TO SUPPORT THE RENOVATION. LESS THAN 49 SPRINKLER HEADS WERE ADDED, RELOCATED OR CAPPED. FIRE PROTECTION SYSTEM IS IN COMPLIANCE WITH FBC SECTION 105.3.1.2. HYDRAULIC CALCULATIONS ARE NOT REQUIRED. (2) ACCEPTANCE TEST CRITERIA: TESTING OF FIRE PROTECTION SYSTEM AND ITS COMPONENTS SHALL COMPLY WITH ALL APPLICABLE ITEMS PER NFPA 13, 2019 EDITION, FIGURE 28.1, CONTRACTOR'S MATERIAL AND TEST CERTIFICATE FOR ABOVE PIPING. SYSTEMS SHALL BE HYDROSTATICALLY TESTED AT NOT LESS THAN 200 PSI PRESSURE FOR 2 HOURS, OR AT 50 PSI IN EXCESS OF THE MAXIMUM PRESSURE, WHEN THE MAXIMUM PRESSURE TO BE MAINTAINED IN THE SYSTEM IS IN EXCESS OF 150 PSI. THE TESTING PRESSURE SHALL BE READ FROM A GAUGE LOCATED AT THE LOW ELEVATION POINT OF THE INDIVIDUAL SYSTEM OR PORTION OF THE SYSTEM BEING TESTED. THE CONTRACTOR SHALL PERFORM ALL REQUIRED ACCEPTANCE TESTS IN ACCORDANCE WITH NFPA-13. COMPLETE THE CONTRACTOR'S MATERIAL AND TEST CERTIFICATE(S) ON NFPA FORMS, AND FORWARD THE APPROVED CERTIFICATE(S) TO THE ARCHITECT/ENGINEER/OWNER FOR APPROVAL OF THE INSTALLATION. ALL TEST CERTIFICATE(S) SHALL BE DATED, SIGNED AND WITNESSED BY AHJ. SUBMIT ONE COPY OF EACH TEST CERTIFICATE TO ARCHITECT/ENGINEER/OWNER. (5) STRUCTURAL SUPPORT AND STRUCTURAL OPENINGS: THE SYSTEM MODIFICATIONS WILL NOT ADD ANY ADDITIONAL SIGNIFICANT LIVE OR DEAD LOADS TO THE BUILDINGS EXISTING STRUCTURAL SYSTEM. THERE ARE NO SIGNIFICANT STRUCTURAL OPENINGS THAT WILL BE REQUIRED FOR THE SPRINKLER SYSTEM MODIFICATIONS. 61G15-32.004 (21.A.M) (A) POINT OF SERVICE: THIS IS AN EXISTING BUILDING RENOVATION. REFER TO CIVIL AS-BUILT DRAWINGS FOR POINT OF SERVICE LOCATION. (B) APPLICABLE NFPA STANDARD TO BE APPLIED: · FLORIDA FIRE PREVENTION CODE 8TH EDITION · NFPA 13, 2019 EDITION · NFPA 25 2020 EDITION (C) CLASSIFICATION OF HAZARD OCCUPANCY OF EACH AREA OR ROOM: LIGHT HAZARD OCCUPANCIES INCLUDE OCCUPANCIES HAVING USES AND CONDITIONS SIMILAR TO THE FOLLOWING: OFFICES. REFER TO FIRE PROTECTION DRAWINGS FOR ALL ROOM HAZARD OCCUPANCY CLASSIFICATIONS. DENSITY/AREA: LIGHT HAZARD: 0.10 GPM/SQ.FT. OVER THE MOST DEMANDING 1500 SQ. FT. OF LIGHT HAZARD OCCUPANCY SPACE. IF APPLICABLE, SYSTEM AREA OF OPERATION (1500 SQ. FT.) MAY BE REDUCED PER NFPA 13, 2016 EDITION SECTION 19.3.3.2.3.1. AN ADDITIONAL 100 GPM SHALL BE ADDED FOR A TOTAL COMBINED INSIDE AND OUTSIDE HOSE STREAM DEMAND. (D) DESIGN APPROACH: SPRINKLER HEADS: QUICK RESPONSE, STANDARD COVERAGE SPRINKLER HEADS SHALL BE PROVIDED. SPACING: STANDARD COVERAGE HEADS: SPRINKLER HEADS, MAXIMUM PROTECTION SHALL BE 225 SQ. FT. FOR ALL LIGHT HAZARD AREAS, AND 130 SQ. FT. FOR ALL ORDINARY HAZARD GROUP I AND II AREAS. (MAXIMUM SPACING SHALL BE 15'-0" AND MINIMUM SPACING SHALL BE 6'-0") (E) CHARACTERISTICS OF THE WATER SUPPLY TO BE USED: LESS THAN 49 SPRINKLER HEADS WERE ADDED, RELOCATED OR CAPPED. FIRE PROTECTION SYSTEM IS IN COMPLIANCE WITH FBC SECTION 105.3.1.2. HYDRAULIC CALCULATIONS ARE NOT REQUIRED. (F) FLOW TEST DATA: LESS THAN 49 SPRINKLER HEADS WERE ADDED, RELOCATED OR CAPPED. FIRE PROTECTION SYSTEM IS IN COMPLIANCE WITH FBC SECTION 105.3.1.2. HYDRAULIC CALCULATIONS ARE NOT REQUIRED. (G) VALVE AND ALARM REQUIREMENTS TO MINIMIZE POTENTIAL FOR IMPAIRMENTS AND UNRECOGNIZED FLOW OF WATER: ALL EXISTING PADDLE TYPE WATER FLOW INDICATORS SHALL HAVE FLOW SWITCHES. ALL EXISTING VALVES CONTROLLING THE EXISTING SPRINKLER SYSTEMS, INCLUDING EXISTING BACKFLOW DEVICES SHALL HAVE TAMPER SWITCHES. ALL ELECTRICAL DEVICES SHALL BE MONITORED BY CENTRAL STATION OR SIMILAR AS REQUIRED BY LOCAL AUTHORITY HAVING JURISDICTION AND SHALL BE IN COMPLIANCE WITH NFPA 72. (H) MICROBIAL INDUCED CORROSION (MIC): CONTRACTOR SHALL ORDER AND OBTAIN A TEST LAB REPORT INDICATING THAT NO MIC IS PRESENT IN THE EXISTING SYSTEM. (I) BACKFLOW PREVENTION AND METERING SPECIFICATIONS: BACKFLOW PREVENTION IS EXISTING TO REMAIN. (J) QUALITY AND PERFORMANCE SPECIFICATIONS OF ALL YARD AND INTERIOR FIRE PROTECTION COMPONENTS: ALL INTERIOR FIRE PROTECTION COMPONENTS SHALL BE FM APPROVED AND UL LISTED. MATERIALS OF INTERNATIONAL ORIGIN ARE NOT ACCEPTABLE. (K) FIRE PUMP REQUIREMENTS: FIRE PUMP SYSTEM WILL NOT BE REQUIRED. (L) WATER STORAGE TANK: WATER STORAGE TANK WILL NOT BE REQUIRED. (M) STORAGE OCCUPANCY REQUIREMENTS: NOT APPLICABLE.

FIRE SPRINKLER HEAD SCHEDULE										
SYMBOL	TEMP	RESPONSE	HAZARD	K-FACTOR	FINISH	MODEL/ SIN	STYLE	PLATE	SIZE	MANUFACTURER
●	155°	QUICK	LH/ OH	5.6	WHITE POLYESTER COATED	RF111 TY3531	STANDARD COVERAGE PENDENT	CONCEALED (MATCH ADJACENT CEILING)	1/2"	TYCO
NOTES:										
1. PROVIDE SPRINKLER HEAD GUARDS FOR ALL HEADS LOCATED WITHIN MECHANICAL ROOMS, ELECTRICAL ROOMS, STORAGE ROOMS OR LOCATED BELOW 7'-6".										
2. ALL SPRINKLER HEADS SHALL BE CENTERED TO THE CEILING TILES UNLESS OTHERWISE NOTED.										
3. ALIGN ALL SPRINKLER HEADS WITH LIGHTING AND DIFFUSERS.										
4. PROVIDE ADDITIONAL SPRINKLER HEADS UNDER HVAC DUCT WORK EQUAL TO AND EXCEEDING 4" IN WIDTH. COORDINATE FINAL DUCT LOCATIONS WITH INSTALLING MECHANICAL CONTRACTOR.										

FIRE PROTECTION GENERAL NOTES:	
1.	THE FIRE PROTECTION SYSTEM SHOWN REPRESENT THE DESIGN INTENT OF THE ENGINEER OF THE RECORD IN ACCORDANCE WITH STATE REGULATION 61G15-32. CONTRACTOR SHALL PROVIDE LAYOUT DRAWINGS AND ASSOCIATED HYDRAULIC CALCULATIONS PER DESIGN CRITERIA PROVIDED BY THE ENGINEER OF THE RECORD.
2.	DESIGN AND INSTALLATION OF FIRE PROTECTION SYSTEM SHALL BE IN ACCORDANCE WITH THE FOLLOWING: · FLORIDA FIRE PREVENTION CODE 8TH EDITION · NFPA 13, 2019 EDITION · NFPA 25, 2020 EDITION
3.	ALL HANGERS & MATERIALS SHALL BE IN ACCORDANCE W/ NFPA 13/ 13R STANDARDS.
4.	FIRE PROTECTION CONTRACTOR SHALL UTILIZE ONLY U.L. LISTED AND FM APPROVED MATERIALS AND EQUIPMENT THROUGHOUT THE FIRE SPRINKLER SYSTEM.
5.	INTERIOR MAIN PIPING, 2-1/2" AND LARGER, SHALL BE SCHEDULE 10 BLACK STEEL, WITH GROOVED END FITTINGS AND WELDED BRANCH LINE OUTLETS. BRANCH LINE PIPING, 2" AND SMALLER, SHALL BE SCHEDULE 10 BLACK STEEL WITH GROOVED END FITTINGS AND WELDED OUTLETS AND/ OR SCHEDULE 40 WITH THREADED ENDS. SPRIGS, ARM-OVERS AND DROPS SHALL BE SCHEDULE 40 STEEL WITH THREADED ENDS.
6.	ALL PIPING, FITTINGS, VALVES AND ALL OTHER ASSOCIATED MATERIALS WITHIN PORTION OF SYSTEM EXCEEDING 175 PSI OR WORKING PRESSURE SHALL BE RATED FOR 300 PSI MINIMUM.
7.	SPRINKLER SYSTEMS SHALL BE HYDROSTATICALLY TESTED FOR 2 HOURS AT 200 PSI OR 50 PSI IN EXCESS OF NORMAL WORKING PRESSURE WHEN NORMAL WORKING PRESSURE EXCEEDS 150 PSI.
8.	ALL EXPOSED SPRINKLER PIPING SHALL BE PAINTED, COORDINATE ALL PAINTING REQUIREMENTS/ COLORS WITH ARCHITECTURAL DRAWINGS.
9.	FIRE SPRINKLER CONTRACTOR SHALL NOT ROUTE ANY FIRE PROTECTION PIPING ABOVE ELECTRICAL PANELS, OFFSET OR REROUTE AS REQUIRED.
10.	ALL SPRINKLER HEADS EXPOSED TO THE OUTSIDE ELEMENTS SHALL BE UL LISTED CORROSION RESISTANT.
11.	ALL SPRINKLER HEADS IN FREEZE AREAS SHALL BE DRY TYPE.
12.	PROVIDE ADDITIONAL SPRINKLER HEADS UNDER HVAC DUCT WORK OR OBSTRUCTION EQUAL TO AND EXCEEDING 4" IN WIDTH.
13.	ALL SPRINKLER HEADS SHALL BE CENTERED TO THE CEILING TILES.
14.	ALIGN ALL SPRINKLER HEADS WITH CEILING LIGHT FIXTURES AND MECHANICAL DIFFUSERS.
15.	PROVIDE SPRINKLER HEAD GUARDS FOR ALL HEADS LOCATED WITHIN MECHANICAL ROOMS, ELECTRICAL ROOMS, ELEVATOR PITs, BENEATH STAIRS, STORAGE ROOMS OR LOCATED BELOW 7'-6".
16.	FIRE SPRINKLER HEADS IN EXPOSED OBSTRUCTED CONSTRUCTION AREAS (AREAS CONTAINING STRUCTURAL BEAMS) SHALL BE INSTALLED BELOW THE STRUCTURAL MEMBERS UP TO A MAXIMUM OF 22" BELOW THE CEILING AVOIDING OBSTRUCTION TO DISCHARGE IN CONFORMANCE WITH NFPA 13, 2019 EDITION SECTION 10.2.6.1.2 (1), (2), AND (4).
17.	FIRE PROTECTION CONTRACTOR SHALL COMPLY WITH NFPA 13, 2019 EDITION TABLES 10.2.7.1.2 (A), (B), AND (C) TO AVOID OBSTRUCTION TO SPRINKLER HEAD DISCHARGE. FIRE PROTECTION CONTRACTOR SHALL THOROUGHLY COORDINATE FIRE SPRINKLER HEAD PLACEMENTS WITH ALL STRUCTURAL/ ARCHITECTURAL OBSTRUCTIONS.
18.	ONLY NEW SPRINKLERS SHALL BE EMPLOYED IN THE INSTALLATION OF SPRINKLER SYSTEMS. AT LEAST TWELVE SPARE SPRINKLER HEADS OF EACH TYPE, TEMPERATURE RATINGS, AND ORIFICE SIZE USED IN THE SYSTEMS SHALL BE KEPT IN THE PREMISES. REPLACEMENT SPRINKLERS SHALL HAVE THE SAME OPERATING CHARACTERISTICS AS THE SPRINKLER HEADS BEING REPLACED.
19.	PROVIDE ADEQUATE DRAIN PER NFPA 13.
20.	FIRE PROTECTION CONTRACTOR SHALL THOROUGHLY COORDINATE ALL HEADS, HANGERS, PIPING AND ALL OTHER ASSOCIATED MATERIAL LOCATIONS WITH MECHANICAL, PLUMBING, ELECTRICAL AND ALL STRUCTURAL OBSTRUCTIONS. IT IS THE RESPONSIBILITY OF THE FIRE PROTECTION CONTRACTOR TO COORDINATE WITH ALL OTHER TRADES TO AVOID CONFLICTS.
21.	REFER TO ARCHITECTURAL REFLECTED CEILING AND ELECTRICAL LIGHTING DRAWINGS FOR CEILING DESCRIPTIONS AND HEIGHTS.
22.	FIRE STOP ALL PENETRATIONS OF SMOKE/FIRE WALLS. FIRE STOPPING SHALL BE OF U.L. LISTED ASSEMBLY.
23.	NOT ALL PIPING, VALVES AND APPURTENANCES ARE SHOWN ON PLANS. REFER TO PIPING RISER DIAGRAMS, DETAILS, AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
24.	SEPARATE FIRE SPRINKLER PERMIT DRAWINGS SHALL BE SUBMITTED BY INSTALLING CONTRACTOR FOR REVIEW.
25.	ALL EXISTING SPRINKLER APPURTENANCES ARE NOT SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO BID, AND INCLUDE IN HIS BID THE REMOVAL OF ALL EQUIPMENT, PIPING ETC. THAT IS NOT BEING REUSED BACK TO ITS SOURCE. WORK TO BE PERFORMED DURING "NEW STANDARD" WORKING HOURS. (NON-DISRUPTIVE TO OWNER/TENANT) IN STRICT COMPLIANCE WITH THE ESTABLISHED WORK SCHEDULE BEING SET FORTH BY OWNERTENANT. COORDINATE ALL WORK WITH GENERAL CONTRACTOR. THIS CONTRACTOR SHALL FURNISH ADEQUATE FORCES, CONSTRUCTION PLANT, AND EQUIPMENT, AND SHALL WORK SUCH HOURS, INCLUDING NIGHT SHIFTS, OVERTIME OPERATIONS, SUNDAY, AND HOLIDAYS IN ACCORDANCE WITH THE OWNERS OPERATIONAL SCHEDULE. IF THE CONTRACTOR FALLS BEHIND PROGRESS REQUIRED IN THE OPERATIONAL SCHEDULE, THE CONTRACTOR SHALL TAKE SUCH STEPS AS MAY BE NECESSARY TO IMPROVE HIS PROGRESS, AND THE OWNER MAY REQUIRE HIM TO INCREASE THE NUMBER OF SHIFTS AND/OR OVERTIME OPERATIONS. DAY OF WORK AND/OR THE AMOUNT OF CONSTRUCTION PLANT, AT NO ADDITIONAL COST TO THE OWNER UNDER THIS CONTRACT.
26.	ALL DEVICES AND EQUIPMENT NOT SHOWN IN AREAS OUTSIDE OF REMODEL SHALL REMAIN ACTIVE UNLESS OTHERWISE NOTED. INSTALL AS REQUIRED TO MAINTAIN CONTINUITY TO EXISTING DEVICES AND EQUIPMENT THAT REMAIN.
27.	ALL EQUIPMENT AND MATERIALS REMOVED AND NOT REUSED SHALL BE TURNED OVER TO THE OWNER OR AT THE OWNERS REQUEST DISPOSED OF BY THE CONTRACTOR.
28.	ALL SPRINKLERS AND DEVICES, EQUIPMENT, ETC. THAT ARE REMOVED SHALL BE REMOVED AS DIRECTED BY THE OWNER AND CEILINGS/ WALLS SHALL BE PATCHED TO MATCH EXISTING OR NEW FINISH. ALL PATCHES OR CEILING PLATES SHALL BE PAINTED AS DIRECTED BY ARCHITECT.
29.	ALL CONCRETE, WALL PATCHING, CEILING REPAIR, AND OTHER GENERAL WORK REQUIRED FOR INSTALLING SPRINKLER SYSTEMS SHALL BE REPAIRED TO "LIKE NEW CONDITION". (COORDINATE WITH GENERAL CONTRACTOR).

FIRE PROTECTION DATA	
LIGHT HAZARD OCCUPANCY CLASSIFICATION (L.H.)	
OCCUPANCY CLASSIFICATION:	LIGHT HAZARD
SYSTEM TYPE:	WET PIPE
DESIGN DENSITY:	.10 GPM/SQ.FT.
HYDRAULIC REMOTE AREA:	1500 SQ.FT. UNLESS OTHERWISE NOTED
SPRINKLER ORIFICE SIZE:	1/2" UNLESS OTHERWISE NOTED
DURATION OF SUPPLY:	30 MIN.
MAX. COVERAGE./SPRINKLER HEAD:	STANDARD COVERAGE HEADS: PENDENT SPRINKLER HEADS, MAXIMUM PROTECTION SHALL BE 225 SQ. FT. (MAXIMUM SPACING SHALL BE 15'-0" AND MINIMUM SPACING SHALL BE 6'-0")
HOSE STREAM ALLOWANCE:	100 GPM

ABBREVIATIONS	
ABV	ABOVE
APPROX	APPROXIMATELY
ASP	AUTOMATIC STANDPIPE
ASSY	ASSEMBLY
BFF	BELOW FINISHED FLOOR
BFV	BUTTERFLY VALVE
CONT	CONTINUATION
DCVA	DOUBLE CHECK VALVE ASSEMBLY
DN	DOWN
EL	ELEVATION
FCA	FLOOR CONTROL ASSEMBLY
PRFCA	PRESSURE REDUCING FLOOR CONTROL ASSEMBLY
FDC	FIRE DEPARTMENT CONNECTION
FHV	2-1/2" FIRE HOSE VALVE
FHVC	2-1/2" FIRE HOSE VALVE IN CABINET
FS	FLOW SWITCH
GPM	GALLONS PER MINUTE
MAX	MAXIMUM
MECH	MECHANICAL
MIN	MINIMUM
POC	POINT OF CONNECTION
PRFHV	PRESSURE REDUCING HOSE VALVE
PRVFHVC	PRESSURE REDUCING HOSE VALVE IN CABINET
PRV	PRESSURE REDUCING VALVE
PSI	POUNDS PER SQUARE INCH
RM	ROOM
SPCA	STANDPIPE CONTROL ASSEMBLY
SPR	SPRINKLER
TYP	TYPICAL
UG	UNDERGROUND
RN	RISER NIPPLE

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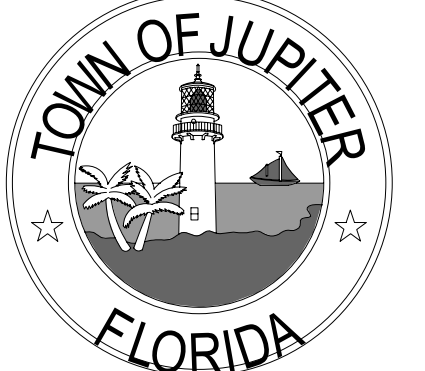


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JUPITER TOWN HALL - P&Z



TOWN OF JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025

S+A Project No : 24070

Owner Project No :

Drawn By : RLB

Checked By : RC

Phase : CONSTRUCTION DOCUMENTS

Sheet Title :

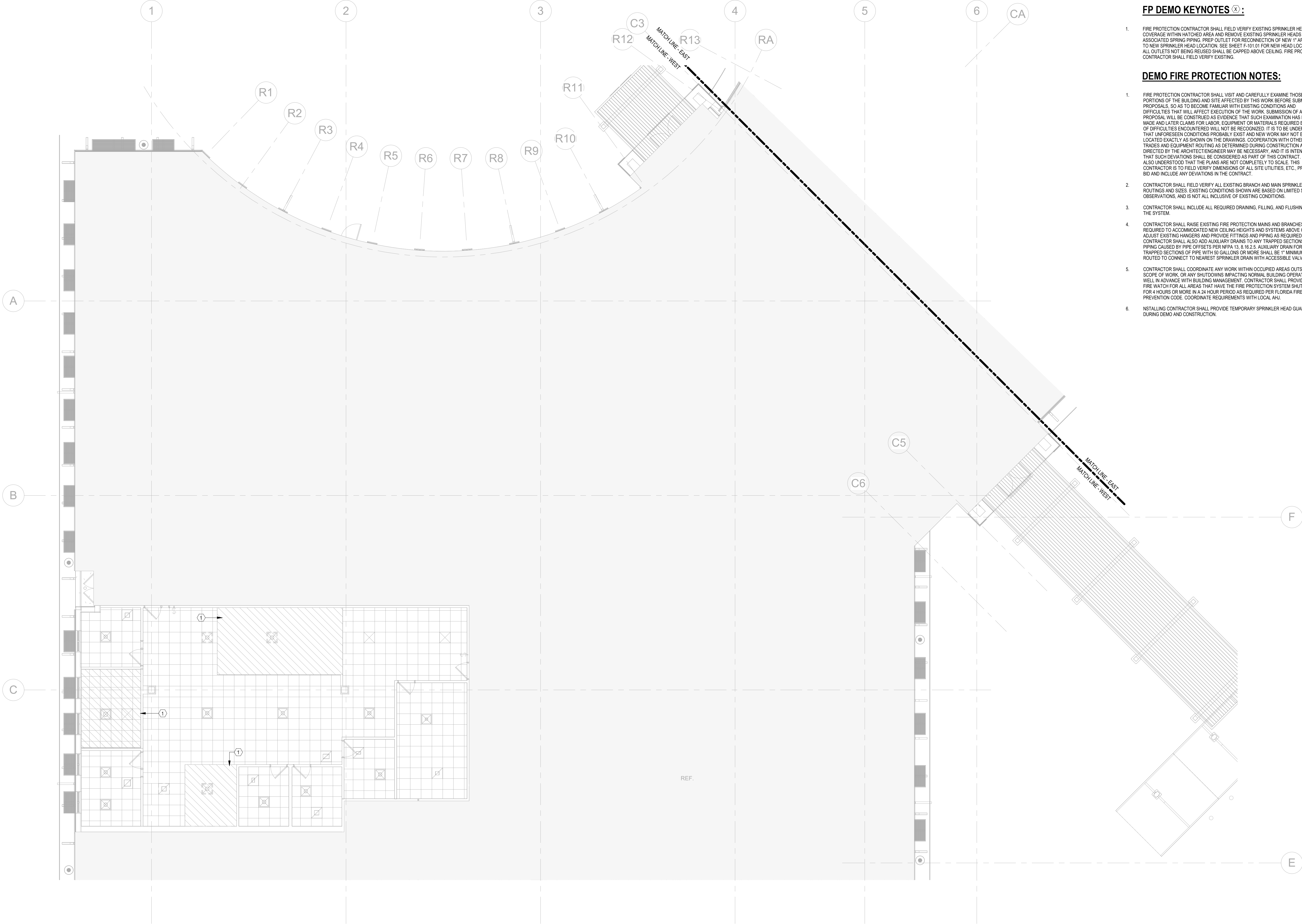
GENERAL NOTES - FIRE PROTECTION

Sheet # :

F001

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FP DEMO KEYNOTES (X):

1. FIRE PROTECTION CONTRACTOR SHALL FIELD VERIFY EXISTING SPRINKLER HEAD COVERAGE WITHIN HATCHED AREA AND REMOVE EXISTING SPRINKLER HEADS AND ASSOCIATED SPRING PIPING. PREP OUTLET FOR RECONNECTION OF NEW 1" ARM-OVER TO NEW SPRINKLER HEAD LOCATION. SEE SHEET F-101.01 FOR NEW HEAD LOCATIONS. ALL OUTLETS NOT BEING REUSED SHALL BE CAPPED ABOVE CEILING. FIRE PROTECTION CONTRACTOR SHALL FIELD VERIFY EXISTING.

DEMO FIRE PROTECTION NOTES:

- FIRE PROTECTION CONTRACTOR SHALL VISIT AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS. SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF THE WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED. IT IS TO BE UNDERSTOOD THAT UNFORESEEN CONDITIONS PROBABLY EXIST AND NEW WORK MAY NOT BE FIELD LOCATED EXACTLY AS SHOWN ON THE DRAWINGS. COOPERATION WITH OTHER TRADES AND EQUIPMENT ROUTING AS DETERMINED DURING CONSTRUCTION AND AS DIRECTED BY THE ARCHITECT/ENGINEER MAY BE NECESSARY. AND IT IS INTENDED THAT SUCH DEVIATIONS SHALL BE CONSIDERED AS PART OF THIS CONTRACT. IT IS ALSO UNDERSTOOD THAT THE PLANS ARE NOT COMPLETELY TO SCALE. THIS CONTRACTOR IS TO FIELD VERIFY DIMENSIONS OF ALL SITE UTILITIES, ETC., PRIOR TO BID AND INCLUDE ANY DEVIATIONS IN THE CONTRACT.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING BRANCH AND MAIN SPRINKLER PIPE ROUTINGS AND SIZES. EXISTING CONDITIONS SHOWN ARE BASED ON LIMITED SITE OBSERVATIONS, AND IS NOT ALL INCLUSIVE OF EXISTING CONDITIONS.
- CONTRACTOR SHALL INCLUDE ALL REQUIRED DRAINING, FILLING, AND FLUSHING OF THE SYSTEM.
- CONTRACTOR SHALL RAISE EXISTING FIRE PROTECTION MAINS AND BRANCHES AS REQUIRED TO ACCOMMODATE NEW CEILING HEIGHTS AND SYSTEMS ABOVE CEILING. ADJUST EXISTING HANGERS AND PROVIDE FITTINGS AND PIPING AS REQUIRED. CONTRACTOR SHALL ALSO ADD AUXILIARY DRAINS TO ANY TRAPPED SECTIONS OF PIPING CAUSED BY PIPE OFFSETS PER NFPA 13, 8.16.2.5. AUXILIARY DRAIN FOR TRAPPED SECTIONS OF PIPE WITH 50 GALLONS OR MORE SHALL BE 1" MINIMUM AND ROUTED TO CONNECT TO NEAREST SPRINKLER DRAIN WITH ACCESSIBLE VALVE.
- CONTRACTOR SHALL COORDINATE ANY WORK WITHIN OCCUPIED AREAS OUTSIDE OF SCOPE OF WORK, OR ANY SHUTDOWNS IMPACTING NORMAL BUILDING OPERATION WELL IN ADVANCE WITH BUILDING MANAGEMENT. CONTRACTOR SHALL PROVIDE 24/7 FIRE WATCH FOR ALL AREAS THAT HAVE THE FIRE PROTECTION SYSTEM SHUTDOWN FOR 4 HOURS OR MORE IN A 24 HOUR PERIOD AS REQUIRED PER FLORIDA FIRE PREVENTION CODE. COORDINATE REQUIREMENTS WITH LOCAL AHJ.
- INSTALLING CONTRACTOR SHALL PROVIDE TEMPORARY SPRINKLER HEAD GUARDS DURING DEMO AND CONSTRUCTION.

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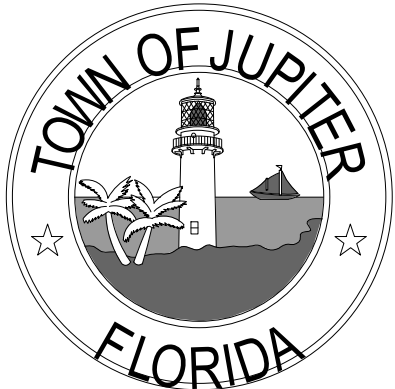
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JUPITER TOWN
HALL - P&Z



TOWN OF
JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025

S+A Project No : 24070

Owner Project No :

Drawn By : RLB

Checked By : RC

Phase :
CONSTRUCTION
DOCUMENTS

Sheet Title :

FIRST FLOOR
DEMO PLAN - FIRE
PROTECTION

Sheet # :

FD101.1

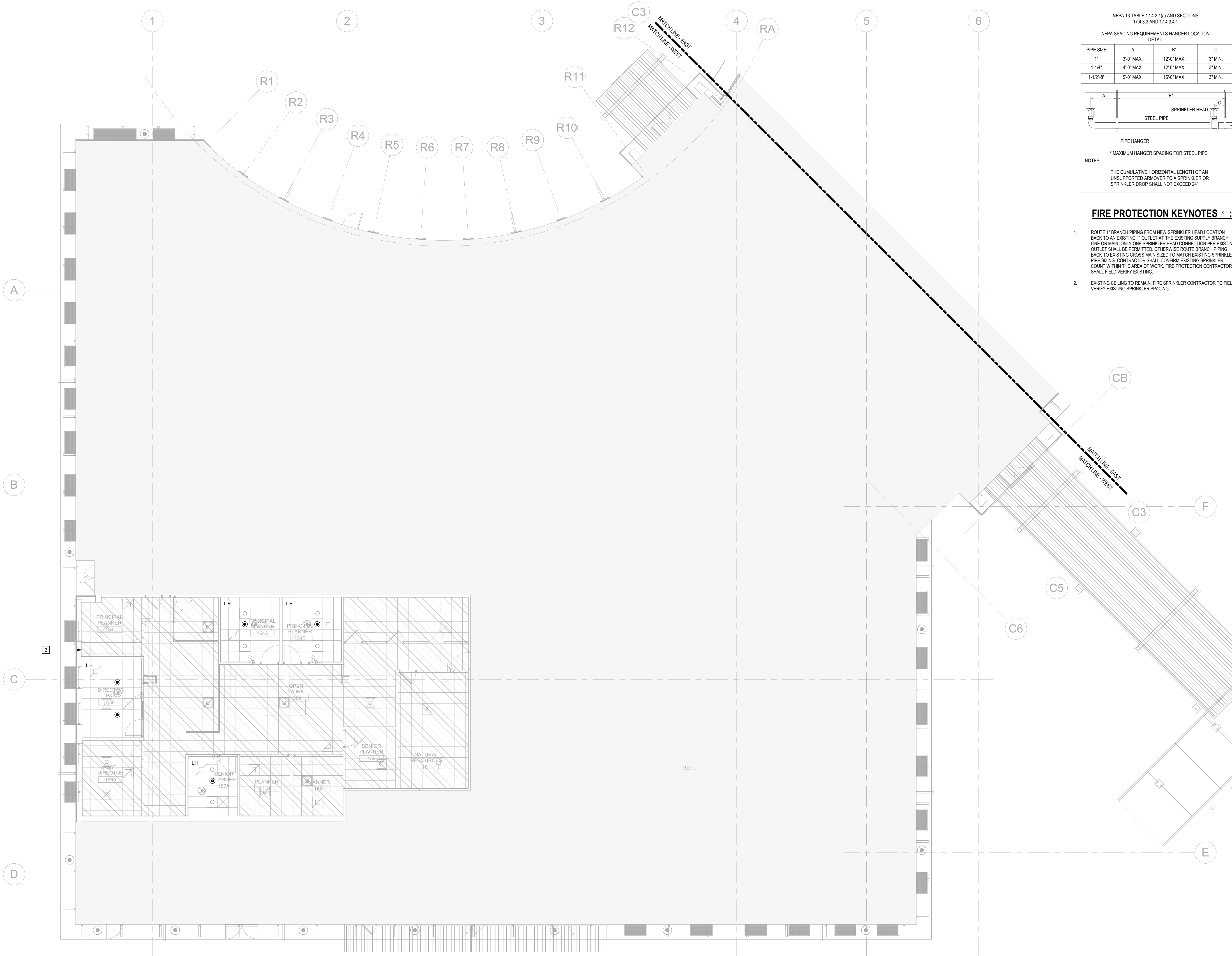
FIRST FLOOR PLAN - DEMO - FIRE PROTECTION

1

SCALE: 1/8" = 1'-0"



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NFPA 13 TABLE 17.4.2.1(a) AND SECTIONS 17.4.3.3 AND 17.4.3.4.1			
NFPA SPACING REQUIREMENTS HANGER LOCATION DETAIL			
PIPE SIZE	A	B*	C
1"	3'-0" MAX.	12'-0" MAX.	3" MIN.
1-1/4"	4'-0" MAX.	12'-0" MAX.	3" MIN.
1-1/2"-8"	5'-0" MAX.	15'-0" MAX.	3" MIN.

A

B*

C

STEEL PIPE

SPRINKLER HEAD

PIPE HANGER

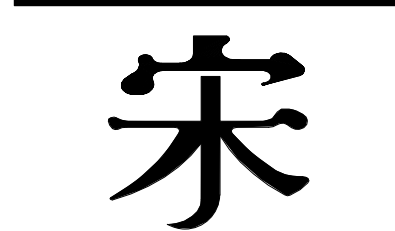
* MAXIMUM HANGER SPACING FOR STEEL PIPE

NOTES:

THE CUMULATIVE HORIZONTAL LENGTH OF AN UNSUPPORTED ARM OVER TO A SPRINKLER OR SPRINKLER DROP SHALL NOT EXCEED 24'.

FIRE PROTECTION KEYNOTES [X] :

- ROUTE 1" BRANCH PIPING FROM NEW SPRINKLER HEAD LOCATION BACK TO AN EXISTING 1" OUTLET AT THE EXISTING SUPPLY BRANCH LINE OR MAIN. ONLY ONE SPRINKLER HEAD CONNECTION PER EXISTING OUTLET SHALL BE PERMITTED. OTHERWISE ROUTE BRANCH PIPING BACK TO EXISTING CROSS MAIN SIZED TO MATCH EXISTING SPRINKLER PIPE SIZING. CONTRACTOR SHALL CONFIRM EXISTING SPRINKLER COUNT WITHIN THE AREA OF WORK. FIRE PROTECTION CONTRACTOR SHALL FIELD VERIFY EXISTING.
- EXISTING CEILING TO REMAIN. FIRE SPRINKLER CONTRACTOR TO FIELD VERIFY EXISTING SPRINKLER SPACING.



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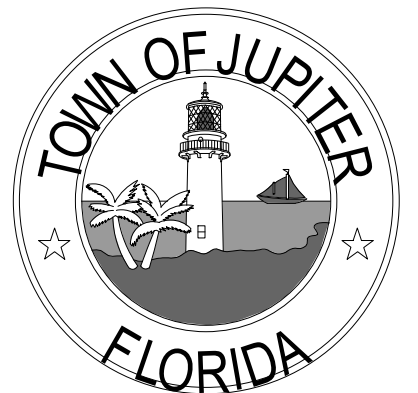
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FIRST FLOOR
PLAN - WEST -
FIRE PROTECTION

Sheet # :

F101.1

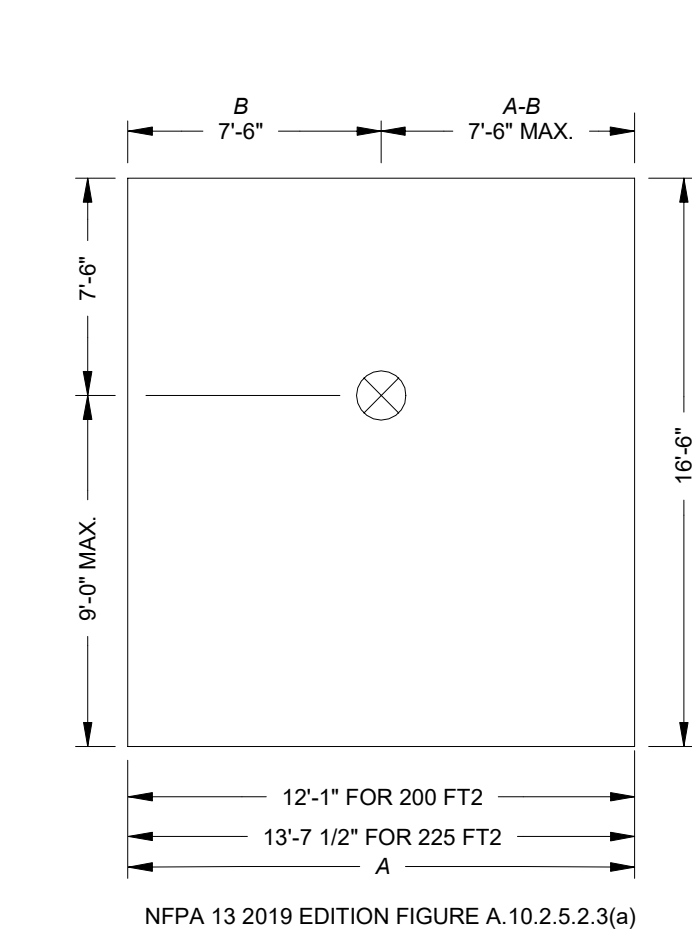
FIRST FLOOR PLAN - WEST - FIRE PROTECTION

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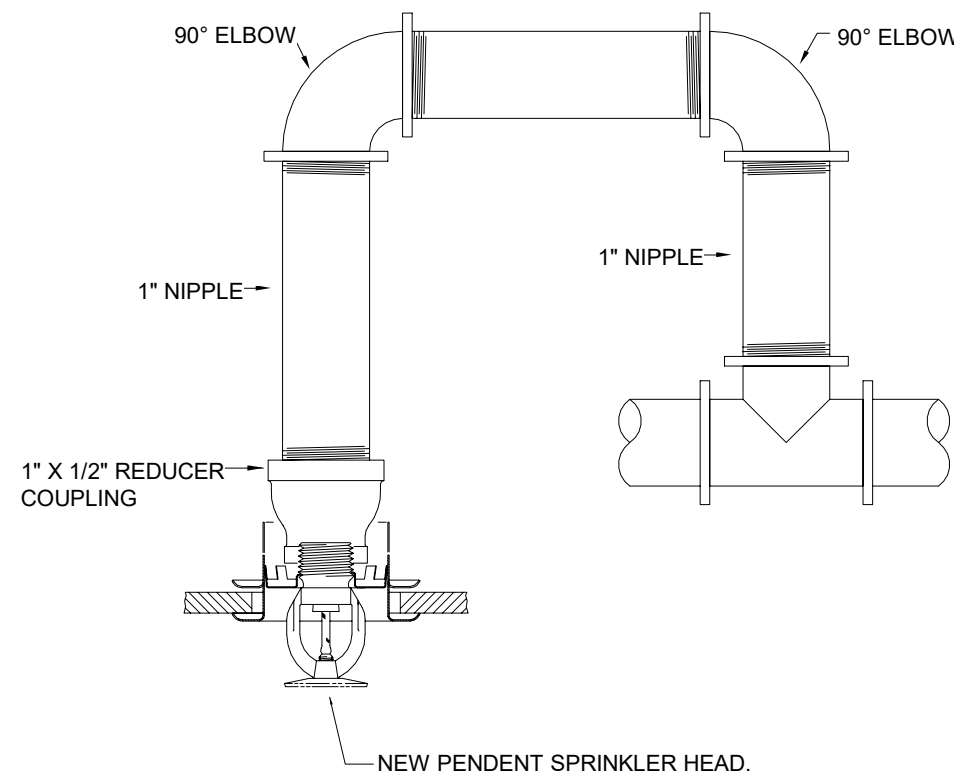
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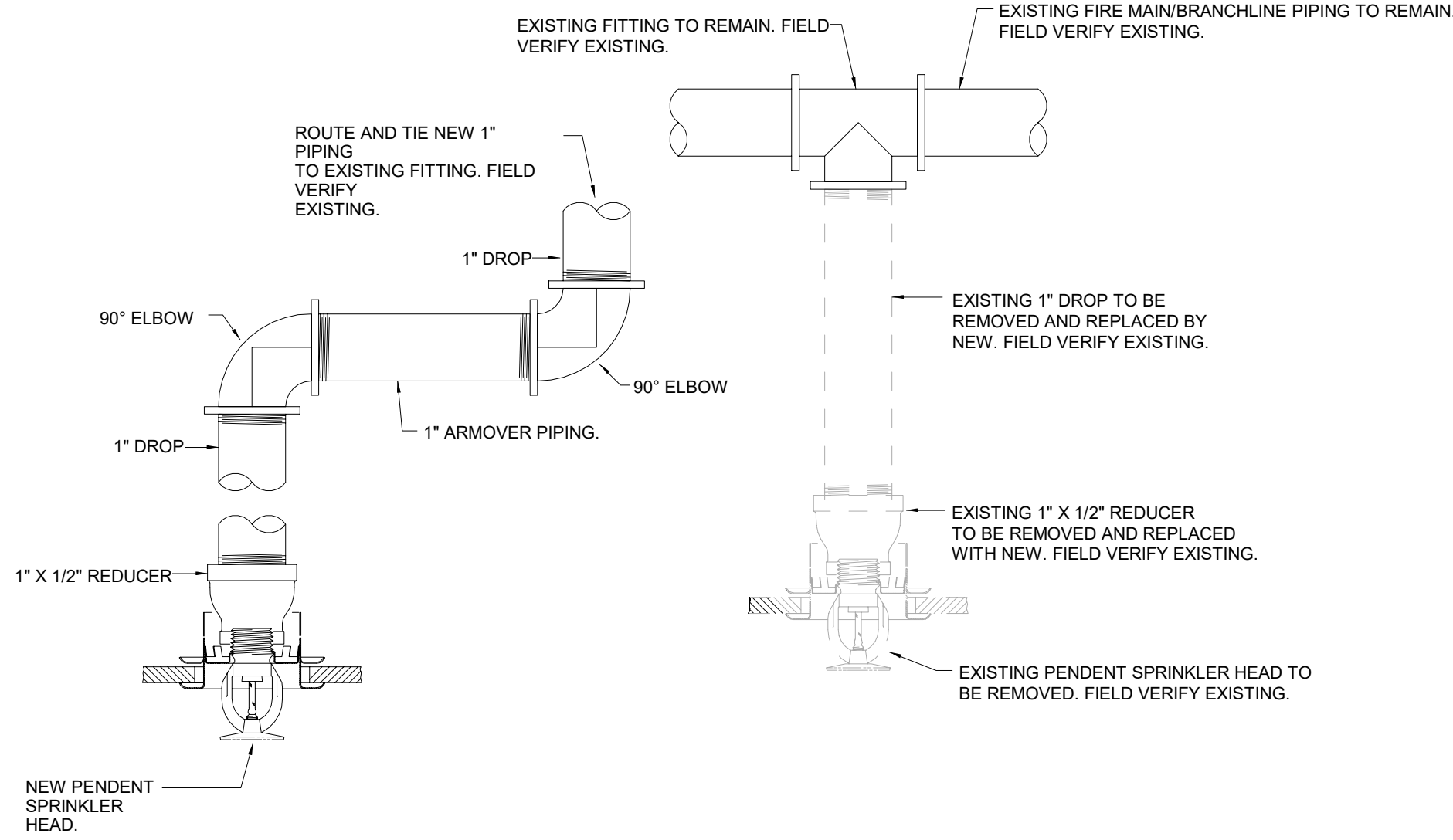
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② SMALL ROOM RULE DETAIL
N.T.S.



① RETURN BEND DETAILS - RENOVATION
N.T.S.



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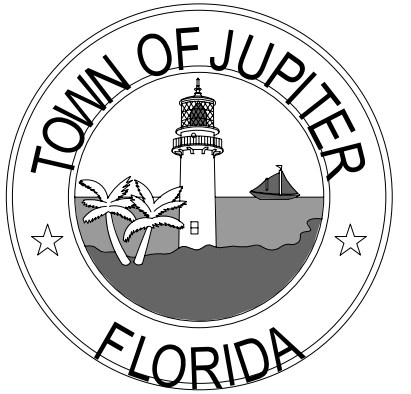
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DETAILS - FIRE
PROTECTION

Sheet # :

F501

GENERAL LEGEND AND SYMBOLS			
	PIPE UP THROUGH PLAN		SUPPLY DIFFUSER
	PIPE DOWN THROUGH PLAN		SUPPLY PLAQUE DIFFUSER
	DIRECTION OF FLOW IN PIPE		RETURN AIR GRILLE
	PIPE UP		EXHAUST AIR GRILLE
	PIPE DOWN		RIGID DUCTWORK (WIDTH/DEPTH)
	PIPE GUIDE		ELBOW WITH TURNING VANES
	FLEXIBLE PIPE CONNECTOR		MANUAL SPLITTER DAMPER
	BALL VALVE		FLEXIBLE DUCT WITH SPIN-IN FITTING AND MANUAL VOLUME DAMPER
	BUTTERFLY VALVE		MANUAL VOLUME DAMPER
	CHECK VALVE, HORIZONTAL SWING		AREA TO DEMOLISH
	GATE VALVE		DUCTWORK/EQUIPMENT TO DEMOLISH
	THREE WAY MODULATING CONTROL VALVE		POINT OF DEMOLITION OF EXISTING
	THREE WAY CONTROL VALVE MODULATING ACTUATOR		POINT OF CONNECTION OF NEW TO EXISTING
	TWO WAY CONTROL VALVE MODULATING ACTUATOR		DEMO KEYNOTE DESIGNATION
	GLOBE VALVE		KEYNOTE DESIGNATION
	BALANCING VALVE		DELTA T (TEMPERATURE DIFFERENCE)
	PLUG VALVE		CONDENSATE DRAIN LINE
	GAS COCK, GAS STOP		CHILLED WATER SUPPLY
	GAS COCK, GAS STOP		CHILLED WATER RETURN
	PRESSURE RELIEF VALVE (WATER)		REFRIGERANT LINES
	PRESSURE REDUCING VALVE		FIRE DAMPER
	THERMOSTAT PORTS		BACKDRAFT DAMPER
	PRESSURE GAUGE		MOTORIZED VOLUME DAMPER
	HYDRONIC TEMPERATURE SENSOR		SMOKE DAMPER
	UNION		THERMOSTAT
	VALVE IN SERVICE BOX WITH CAST IRON COVER		HUMIDISTAT
	SOLENOID VALVE		DUCT MOUNTED SMOKE DETECTOR
	CAPPED LINE		DETAIL OR RISER DESIGNATION
	DIFFERENTIAL PRESSURE SWITCH		SHEET WHERE DETAIL OR RISER APPEAR
	B.A.S. FLOW METER/MONITOR		
	PUMP (ARROW INDICATES FLOW)		
	THERMOMETER IN PIPE		

NOTE:
ALL STANDARD SYMBOLS AND ABBREVIATIONS MAY NOT APPEAR ON THE PROJECT DRAWINGS.

ABBREVIATIONS			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
AC	AIR CONDITIONING	HC	HEATING COIL
ACU	AIR CONDITIONING UNIT	HD	HEAD
AD	ACCESS DOOR	HGT	HEIGHT
AF	ABOVE FINISHED FLOOR	HORIZ	HORIZONTAL
AHU	AIR HANDLING UNIT	HP	HORSEPOWER
AMP	AMPERES	HR	HOUR
AP	ACCESS PANEL	HZ	HERTZ (FREQUENCY)
APPROX	APPROXIMATELY	IN	INCH OR INCHES
ARCH	ARCHITECTURAL	INSUL	INSULATION
AUTO	AUTOMATIC	KW	KILOWATT
AUX	AUXILIARY	L	LENGTH
BHP	BRAKE HORSEPOWER	LAT	LEAVING AIR TEMPERATURE
BLDG	BUILDING	LBS	POUNDS
BOD	BOTTOM OF DUCT	LOB	LEAVING DRY BULB TEMPERATURE
BTU	BRITISH THERMAL UNIT	LN FT	LEAVING WET BULB
BTU/H	BRITISH THERMAL UNIT PER HOUR	MAX	MAXIMUM
CC	COOLING COIL	MBH	THOUSANDS OF BTUH
CD	CONDENSATE DRAIN	MIN	MECHANICAL CONTRACTOR
CFM	CUBIC FEET PER MINUTE	MIN	MINIMUM
CLG	CEILING	NC	NORMALLY CLOSED
CMU	CONCRETE MASONRY UNIT	NIC	NOT IN CONTRACT
COMB	COMBINATION	NO	NUMBER
COMP	COMPRESSOR	NO	NORMALLY OPEN
COND	CONDENSATE OR CONDENSER	OA	OUTSIDE AIR
CONT	CONTINUATION	OD	OUTSIDE DIAMETER
CU FT	CUBIC FEET	OV	OUTLET VELOCITY
CU IN	CUBIC INCHES	P	PRESSURE
DB	DRY BULB	PD	PRESSURE DROP
DEG	DEGREES	PSI	POUNDS PER SQUARE INCH
DIA	DIAMETER	PSIG	PSI GAUGE
DN	DOWN	PRESS	PRESSURE
DWG	DRAWING	RA	RETURN AIR
DX	DIRECT EXPANSION	REQD	REQUIRED
EAT	ENTERING AIR TEMPERATURE	RHC	REHEAT COIL
EDB	ENTERING DRY BULB TEMPERATURE	RM	ROOM
EF	EXHAUST FAN	RPM	REVOLUTIONS PER MINUTE
EL	ELEVATION	SP	STATIC PRESSURE
ELEC	ELECTRIC	SPDR	SMOKE DAMPER
EQ	EQUAL	SPEC	SPECIFICATION
EWB	ENTERING WET BULB TEMPERATURE	TB	TERMINAL BOX
EXH	EXHAUST AIR	TEMP	TEMPERATURE
EXIST	EXISTING	TYP	TYPICAL
EXP	EXPANSION	VAV	VARIABLE AIR VOLUME UNIT
"F"	DEGREES FAHRENHEIT	W	WITH
FA	FREE AREA	W/O	WITHOUT
FC	FLEXIBLE CONNECTION	W	WIDTH
FDPR	FIRE DAMPER	WB	WET BULB
FG	FINISHED GRADE	WC	WATER COLUMN
FN FL	FINISHED FLOOR	WG	WATER GAUGE
FLA	FULL LOAD AMPERES		
FPI	FINS PER INCH		
FB	FEET PER MINUTE		
FPS	FEET PER SECOND		
FTB	FAN POWERED TERMINAL BOX		
FV	FACE VELOCITY		
GAL	GALLONS		
GA	GAUGE		
H ₂ O	WATER		

MECHANICAL GENERAL NOTES	
1. ALL MECHANICAL WORK SHALL BE GOVERNED AND INSTALLED IN COMPLIANCE WITH THE LATEST EDITION AND APPLICABLE PROVISIONS OF THE FOLLOWING CODES AND STANDARDS: A. FLORIDA BUILDING CODE - 2023 B. FLORIDA MECHANICAL CODE - 2023 C. FLORIDA PLUMBING CODE - 2023 D. FLORIDA ENERGY EFFICIENCY CODE - 2023 E. FLORIDA FIRE PREVENTION CODE - 2023 F. FLORIDA EXISTING BUILDING CODE - 2023 G. NATIONAL ELECTRICAL CODE (NEC) - 2020 H. NFPA 90A - INSTALLATION OF AIR CONDITIONING & VENTILATING SYSTEMS I. NFPA 101 - LIFE SAFETY CODE J. ASHRAE STANDARDS (INCLUDING 15, 55, 62.1, 90.1 & 129) K. ANSI L. SMACNA DUCTWORK STANDARDS M. AMERICANS WITH DISABILITIES ACT (ADA) N. ALL OTHER APPLICABLE FEDERAL, COUNTY AND CITY CODES REQUIRED BY LOCAL JURISDICTIONS 2. THE CONTRACTOR SHALL READ THE SPECIFICATIONS, THE SPECIFICATIONS AND DRAWINGS TOGETHER DEFINE THE FULL CONTRACT REQUIREMENTS. IN THE EVENT OF A DISCREPANCY BETWEEN THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS, THE MORE STRINGENT REQUIREMENT APPLIES UNLESS DIRECTION HAS BEEN PROVIDED THROUGH A FORMAL REQUEST FOR INFORMATION OR CLARIFICATION PRIOR TO THE CLOSE OF THE BIDDING. 3. ANY PROPOSED EQUIPMENT OR MATERIAL SUBSTITUTIONS SHALL BE APPROVED BY THE OWNER AND ENGINEER OF RECORD PRIOR TO THE CLOSE OF BIDDING. NO EQUIPMENT OR MATERIAL SUBSTITUTIONS WILL BE CONSIDERED ONCE THE BIDDING HAS ENDED AND THE GMP HAS BEEN ESTABLISHED. 4. AIR HANDLING SYSTEMS SHALL NOT BE ENERGIZED UNTIL ALL OF THE DRYWALL FINISHING AND PAINTING SCOPES HAVE BEEN COMPLETED. CONFIRMATION THAT THOSE SCOPES ARE REQUIRED WITH WRITTEN APPROVAL FROM THE OWNER AND ENGINEER BEFORE AIR HANDLING UNIT AND FANS CAN BE ENERGIZED. FAILURE TO OBTAIN WRITTEN APPROVAL TO ENERGIZE THE FANS WILL RESULT IN THE CLEANING OF THE ENTIRE INTERIOR OF ANY AFFECTED AIR DISTRIBUTION SYSTEM BY A LICENSED THIRD-PARTY CONTRACTOR AT NO ADDITIONAL COST. 5. ALL TEMPORARY FILTRATION AT AIR HANDLING EQUIPMENT AND ANY RETURN AIR INTAKE GRILLE SHALL BE REPLACED A MINIMUM OF ONE MONTH DURING PERIODS OF OPERATION DURING CONSTRUCTION. A LOG MUST BE MAINTAINED AT EACH AIR HANDLING UNIT INDICATING DATES OF FILTER REPLACEMENTS FOR INSPECTION. FAILURE TO MAINTAIN THE REQUIRED LOGS WILL RESULT IN THE CLEANING OF THE ENTIRE INTERIOR OF ANY AFFECTED AIR DISTRIBUTION SYSTEM BY A LICENSED THIRD PARTY CONTRACTOR AT NO ADDITIONAL COST. 6. ALL EQUIPMENT, DUCTWORK AND MATERIALS STORED ON THE JOBSITE SHALL BE PROPERLY PROTECTED FROM THE ELEMENTS AND CONSTRUCTION DIRT AND DEBRIS. ANY MATERIAL EXPOSED TO THE ELEMENTS WITH EXPOSED INSULATION WILL BE REQUIRED TO BE REPLACED AT NO ADDITIONAL COST. ANY EQUIPMENT OR MATERIAL THAT IS EXPOSED TO THE ELEMENTS, DIRT AND DEBRIS THAT ARE DEEMED ACCEPTABLE TO REMAIN SHALL BE THOROUGHLY CLEANED AND DISINFECTED AND SIGNED OFF ON BY THE OWNER'S REPRESENTATIVE AND THE ENGINEER OF RECORD PRIOR TO INSTALLATION. 7. ALL EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. VERIFY ALL REQUIREMENTS WITH EQUIPMENT SUPPLIER. 8. EVERY PIECE OF MECHANICAL EQUIPMENT SHALL BE PROVIDED WITH AN ENGRAVED NAMEPLATE WITH MINIMUM 1" HIGH LETTERS INDICATING EQUIPMENT DESIGNATION. ANY EQUIPMENT INSTALLED WHERE CONCEALED ABOVE CEILINGS SHALL BE NOTED WITH CLEAR ADHESIVE LABEL AT NEAREST T-GRID OR ON ACCESS PANEL IN ADDITION TO THE ENGRAVED NAMEPLATE. 9. COORDINATE LOCATION OF ALL CEILING MOUNTED AIR DISTRIBUTION DEVICES WITH ARCHITECTURAL REFLECTED CEILING PLANS AND WORK OF ALL OTHER TRADES. 10. ALL LOW-PRESSURE SUPPLY, RETURN AND EXHAUST DUCTWORK ARE DESIGNED FROM A MINIMUM OF 0.05" TO A MAXIMUM OF 0.1" OF FRICTION PER 100 FT. OF DUCT. 11. UNLESS NOTED OTHERWISE, FLEXIBLE DUCT CONNECTORS AND RIGID DUCT RUNOUTS SERVING SINGLE DIFFUSER SHALL BE THE SAME SIZE AS DIFFUSER NECK. 12. UNLESS NOTED OTHERWISE, FLEXIBLE DUCT CONNECTORS FOR VAV BOXES AND FAN TERMINAL UNIT SHALL BE THE SAME SIZE AS UNIT INLET. VERIFY ACTUAL DIMENSIONS WITH EQUIPMENT SUPPLIER. 13. PAINT INTERNAL DUCTWORK VISIBLE THROUGH DIFFUSERS, GRILLE OR LOUVER FACE FLAT BLACK. 14. DUCTWORK LAYOUTS INDICATED ON PLANS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO BE USED AS DUCT FABRICATION DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION EFFORTS BETWEEN TRADES AS OUTLINED IN THE SPECIFICATIONS. 15. ALL LOW-PRESSURE BRANCH DUCTS SHALL BE PROVIDED WITH A MANUAL VOLUME DAMPER FOR BALANCING. ALL MANUAL VOLUME DAMPERS SHALL BE PROVIDED WITH A MINIMUM 12" LENGTH OF FLUORESCENT ORANGE RIBBON TO AIDE IN VISIBILITY WHERE ABOVE CEILINGS. 16. ALL INSULATION / DUCT SEAMS SHALL BE SEALED WITH GLASS FAB, STAPLES AND MASTIC. PRESSURE SENSITIVE TAPE IS NOT AN APPROVED DUCT / INSULATION CLOSURE SYSTEM. ANY PRESSURE SENSITIVE TAPE USED WILL BE REQUIRED TO BE REMOVED AND REPLACED WITH A PROPER CLOSURE SYSTEM. 17. ALL DOORS TO INDIVIDUAL TOILETS, JANITORS CLOSETS AND OTHER SMALL SPACES WITHOUT RETURN GRILLS ARE TO BE UNDERCUT MINIMUM 1/2". 18. MOUNT SPACE MOUNTED SENSORS AT 48" TO THE CENTER UNLESS NOTED OTHERWISE. 19. ALL WALL SENSORS INSTALLED IN PUBLIC SPACES SUCH AS CORRIDORS, DINING AND GYMNASIUM SHALL BE PROVIDED WITH LOCKABLE VANDAL RESISTANT COVERS. 20. ALL WALL SENSORS SHALL BE PROVIDED WITH ENGRAVED NAMEPLATE WITH 1/4" HIGH LETTERS INDICATING THE ASSOCIATED MECHANICAL EQUIPMENT IT SERVES.	

COMMISSIONING SCOPE

- INDEPENDENT COMMISSIONING SERVICES WILL BE PROVIDED BY THE OWNER. THE CONTRACTOR AND ASSOCIATED SUBCONTRACTORS SHALL BE RESPONSIBLE FOR COORDINATION AND SUPPORT REQUIRED FOR ALL COMMISSIONING PROCEDURES AND ACTIVITIES.
- ALL DEFICIENCIES OR ADJUSTMENTS NOTED AS REQUIRING CORRECTION BY THE OWNER'S COMMISSIONING AUTHORITY (CXA) SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST WITHIN FIVE CALENDAR DAYS OF NOTIFICATION.
- PRIOR TO PASSING THE FINAL MECHANICAL INSPECTION, EVIDENCE OF THE MECHANICAL SYSTEM'S COMMISSIONING AND COMPLETION SHALL BE PROVIDED.
- OWNER'S COMMISSIONING SERVICES REQUIREMENTS: COMMISSIONING SERVICES SHALL BE PROVIDED THROUGH A REGISTERED DESIGN PROFESSIONAL OR APPROVED AGENCY IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE, ENERGY CONSERVATION CODE SECTION 409. PRIOR TO PASSING THE FINAL MECHANICAL INSPECTION, EVIDENCE OF THE MECHANICAL SYSTEM'S COMMISSIONING AND COMPLETION SHALL BE PROVIDED. COPIES OF THE REQUIRED COMMISSIONING DOCUMENTATION SHALL BE PROVIDED TO THE OWNER AND MADE AVAILABLE TO THE CODE OFFICIAL UPON REQUEST.

TEST AND BALANCE SCOPE

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230594 TEST AND BALANCE:

CONTRACTOR SHALL BE CERTIFIED BY NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB) OR BY ASSOCIATED AIR BALANCE COUNCIL (AABC).

TEST AND BALANCE ALL AIR SYSTEMS IN ACCORDANCE WITH AABC AND/OR NEBB REQUIREMENTS. ALL EQUIPMENT USED FOR TESTING SHALL BE IN PROPER WORKING ORDER.

THE CONTRACTOR SHALL REGULATE AND ADJUST ALL SPLITTERS, DEFLECTORS AND DAMPERS SO THAT THE INLET OR OUTLET SHALL DELIVER OR REMOVE THE REQUIRED NUMBER OF CUBIC FEET OF AIR PER MINUTE (CFM) AT THE RESPECTIVE OPENINGS.

ALL TESTS SHALL BE CONDUCTED IN THE PRESENCE OF THE CONSTRUCTION SUPERINTENDENT, OR HIS REPRESENTATIVE.

THE CONTRACTOR SHALL FURNISH ALL INSTRUMENTS, TESTING EQUIPMENT AND PERSONNEL THAT MAY BE REQUIRED FOR THE TESTS.

230548 VIBRATION AND NOISE:

PROVIDE VIBRATION ISOLATORS AND ACOUSTIC INSULATION AS REQUIRED TO ELIMINATE ANY OBJECTIONABLE NOISE OR VIBRATION.

MECHANICAL RENOVATION NOTES

- THE CONTRACTOR SHALL VISIT AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSAL SO AS TO BECOME FAMILIAR WITH EXISTING WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED. THE CONTRACTOR IS TO FIELD VERIFY DIMENSIONS OF ALL EXISTING CONDITIONS, PRIOR TO BID AND INCLUDE ANY DEVIATIONS IN THE CONTRACT.
- THE CONTRACTOR SHALL FIELD VERIFY AND CONFIRM THE CONDITION AND FUNCTIONALITY OF ALL EXISTING FINISHES, EQUIPMENT AND SYSTEMS TO REMAIN PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ALL EXISTING CONDITIONS SHALL BE DOCUMENTED WITH PHOTOGRAPHIC OR VIDEO RECORDS. ANY FINISHES, SYSTEMS OR EQUIPMENT DEFICIENCIES SHALL BE DOCUMENTED AND CONFIRMED WITH THE OWNER / ENGINEER UPON COMPLETION OF THE VERIFICATION EFFORT. UPON COMPLETION OF THE PROJECT, ALL EXISTING EQUIPMENT AND SYSTEMS SHALL BE FULLY FUNCTIONAL AND FREE OF ANY DEFECTS NOT DOCUMENTED IN PRE-CONSTRUCTION VERIFICATION EFFORTS. IT WILL BE ASSUMED THAT ALL EXISTING FINISHES, SYSTEMS OR EQUIPMENT WERE IN PROPER CONDITION PRIOR TO THE CONSTRUCTION AND WILL BE REQUIRED TO BE CORRECTED BY THE CONTRACTOR UNLESS DOCUMENTATION IS PROVIDED INDICATING OTHERWISE.
- ALL DEVICES AND EQUIPMENT NOT SHOWN AND IN AREAS OUTSIDE OF REMODELING SHALL REMAIN ACTIVE UNLESS OTHERWISE NOTED. THE PROJECT CONSTRUCTION SHALL PROCEED AS REQUIRED TO MAINTAIN CONTINUITY TO EXISTING DEVICES AND EQUIPMENT THAT REMAIN.
- ALL EQUIPMENT AND MATERIAL, REMOVED AND NOT REUSED SHALL BE TURNED OVER TO THE OWNER OR AT THE OWNER'S REQUEST DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST.
- ALL EXISTING HVAC EQUIPMENT IS NOT SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO BID, AND INCLUDE IN HIS BID THE REMOVAL OF ALL EQUIPMENT, PIPING AND DUCTWORK, ETC. THAT IS NOT BEING REUSED BACK TO ITS SOURCE.
- ALL PATCHING AND REPAIR OF EXISTING WALLS, CEILINGS, ETC. SHALL BE PROVIDED BY THE CONTRACTOR. ALL ELEMENTS OF THE PROJECT DISTURBED BY THE CONSTRUCTION SHALL BE RETURNED TO "LIKE NEW" CONDITION TO MATCH THE ADJACENT SURROUNDINGS.
- AN ATTEMPT HAS BEEN MADE TO FULLY VERIFY ALL EXISTING CONDITIONS IMPACTED BY THIS PROJECT. HOWEVER, THE DESIGN IS DIAGRAMMATIC AND THERE MAY BE EXISTING CONDITIONS THAT WILL REQUIRE ADJUSTMENTS TO THE LAYOUTS DEPICTED IN THE DOCUMENTS. IN ADDITION, THERE MAY BE ADJUSTMENTS REQUIRED TO EXISTING CONDITIONS TO ACCOMMODATE THE NEW SYSTEMS SUCH AS EXISTING PIPING, WIRING AND CONDUITS, ETC. ANY ADJUSTMENT TO THE SYSTEMS AND / OR ADJUSTMENTS TO EXISTING CONDITIONS SHALL BE PROVIDED AS REQUIRED TO ACCOMMODATE THE PROJECT SCOPE.
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MECHANICAL SPECIFICATIONS

230100 MECHANICAL REQUIREMENTS:

DO ALL WORK IN COMPLIANCE WITH ALL APPLICABLE CODES, LAWS AND ORDINANCES, THE STANDARD BUILDING CODE AND THE REGULATIONS OF THE LOCAL UTILITY COMPANIES. OBTAIN AND PAY FOR ANY AND ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES OF INSPECTIONS.

COOPERATE WITH OTHER TRADES AND CONTRACTORS AT JOB. PERFORM WORK IN SUCH MANNER AND AT SUCH TIMES AS NOT TO DELAY WORK OF OTHER TRADES.

OBTAIN MANUFACTURER'S DATA ON ALL EQUIPMENT. THE DIMENSIONS OF WHICH MAY AFFECT INSTALLATION. USE THIS DATA TO COORDINATE PROPER SERVICE CHARACTERISTICS, ENTRY LOCATIONS, ETC., AND TO INSURE MINIMUM CLEARANCES ARE MAINTAINED.

WORKMAN SHALL BE EXPERIENCED IN THEIR RESPECTIVE TRADE. WORKMANSHIP OF INSTALLED WORK SHALL BE FIRST CLASS AND WILL BE SO JUDGED. SUBSTANDARD WORK SHALL BE REMOVED AND REPLACED AT CONTRACTORS EXPENSE.

CONTRACTOR SHALL AND DOES HEREBY WARRANT ALL MATERIALS AND EQUIPMENT FURNISHED UNDER THIS SECTION TO BE FREE FROM DEFECTS AND TO FUNCTION OR OPERATE SATISFACTORILY FOR ONE YEAR AFTER FINAL ACCEPTANCE OF THE WORK, AND THAT ANY ITEMS NOT MEETING THIS REQUIREMENT WILL BE MADE GOOD BY HIM WITHOUT ANY COST TO THE OWNER.

PROVIDE ONLY NEW, STANDARD FIRST-GRADE MATERIALS THROUGHOUT, CONFORMING TO STANDARDS ESTABLISHED BY UNDERWRITER LABORATORIES INC., ANS SO MARKED AND LABELED, TOGETHER WITH MANUFACTURER'S BRAND OR TRADEMARK. ALL LIKE ITEMS SHALL BE OF ONE MANUFACTURER.

ALL WORK SHALL BE EXECUTED IN A MANNER THAT SHALL PRESENT A NEAT APPEARANCE UPON COMPLETION. CARE SHALL BE EXERCISED THAT ALL ITEMS ARE PLUMB, STRAIGHT AND LEVEL.

UPON COMPLETION OF WORK, ALL SYSTEMS SHALL BE TESTED, AND SHALL BE SHOWN TO BE IN PERFECT WORKING CONDITION IN ACCORDANCE WITH THE INTENT OF THE DRAWINGS.

ANY WALLS, CEILINGS, EQUIPMENT, ETC., DAMAGED BY THE CONTRACTOR IN CONSTRUCTION OF THIS PROJECT SHALL BE REPAIRED, RESTORED AND/OR REPLACED BY THE CONTRACTOR TO ITS ORIGINAL CONDITION, OR TO PERFORM ITS INTENDED FUNCTION, AT NO ADDITIONAL COST TO OWNER.

ALL PIPING AND DUCTS SHALL BE CONCEALED ABOVE CEILINGS WHERE APPLICABLE. ALL PIPING SHALL BE INSTALLED PARALLEL AND PERPENDICULAR TO THE BUILDING WALLS.

233100 DUCTWORK:

ALL DUCTWORK MATERIALS AND INSTALLATION SHALL CONFORM TO APPLICABLE STATE, COUNTY AND LOCAL CODES. DUCTWORK SHALL BE ALL NEW AND IN GOOD CONDITION.

DUCT DIMENSIONS NOTED ARE INSIDE DIMENSIONS AND DO NOT INCLUDE INSULATION OR LINER.

DUCTWORK SHALL BE INSTALLED TO AVOID CONFLICT WITH OTHER TRADES. ANY OFFSETS REQUIRED SHALL BE INSTALLED AT NO ADDITIONAL COST.

A. GENERAL AIR MOVING SYSTEMS: DUCTWORK SHALL BE CONSTRUCTED OF GALVANIZED SHEET METAL UNLESS OTHERWISE INDICATED AND SHALL COMPLY WITH SMACNA PRESSURE CLASSIFICATION.

B. MINIMUM REQUIREMENTS: UNLESS OTHERWISE INDICATED ALL DUCTWORK SHALL COMPLY WITH THE FOLLOWING MINIMUM PRESSURE REQUIREMENTS:

1. 3 INCH W.G. PRESSURE:

a. FROM THE SUPPLY FAN DISCHARGE TO A TERMINAL UNIT INLET.

2. 2 INCH W.G. PRESSURE:

b. FROM THE SUPPLY FAN DISCHARGE TO A ROOM SUPPLY AIR DEVICE.

3. 1 INCH W.G. PRESSURE:

c. FROM THE DISCHARGE SIDE OF A TERMINAL UNIT TO THE ROOM SUPPLY AIR DEVICE.

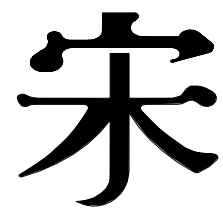
d. FROM THE ROOM EXHAUST DEVICE TO THE INLET OF THE ROOF EXHAUST FAN.

4. ALL SUPPLY, RETURN AND OUTSIDE AIR DUCTS SHALL BE EXTERNALLY INSULATED UNLESS SPECIFICALLY INDICATED TO BE INTERNALLY INSULATED, EXTENDING FROM FAN, THROUGHOUT SYSTEM TO ALL OUTLETS. UNLESS OTHERWISE INDICATED, EXTERNAL INSULATION SHALL BE MINIMUM 2 INCH THICK FIBERGLASS DUCT WRAP WHERE CONCEALED AND 1-1/2 INCH THICK DUCT BOARD WHERE EXPOSED; FINISH AS SPECIFIED.

230594 TEST AND BALANCE:

CONTRACTOR SHALL BE CERTIFIED BY NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB) OR BY ASSOCIATED AIR BALANCE COUNCIL (AABC).

TEST AND BALANCE ALL AIR SYSTEMS IN ACCORD



Song + Associates

Architecture • Planning • Interior Design

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West Palm Beach, Florida 33401
Telephone: 561-655-2423
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AA - 0003165 IB - 0001095

Seal:
This seal has been digitally signed and sealed by Jason Smith, PE on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

JASON L. SMITH, P.E.
600 S. ORLANDO AVE.
MAITLAND, FL 32751
FL REG. NO.: PE07745

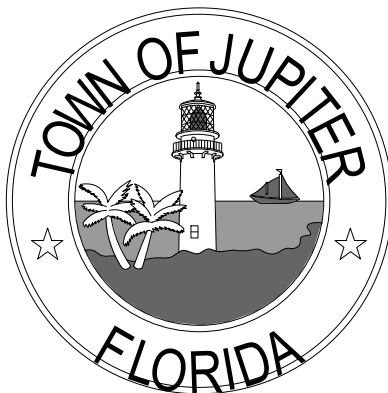
Consultants :



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JUPITER TOWN HALL - P&Z



TOWN OF JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025

S+A Project No : 24070

Owner Project No :

Drawn By : MAS

Checked By : JLS

Phase :
CONSTRUCTION DOCUMENTS

Sheet Title :

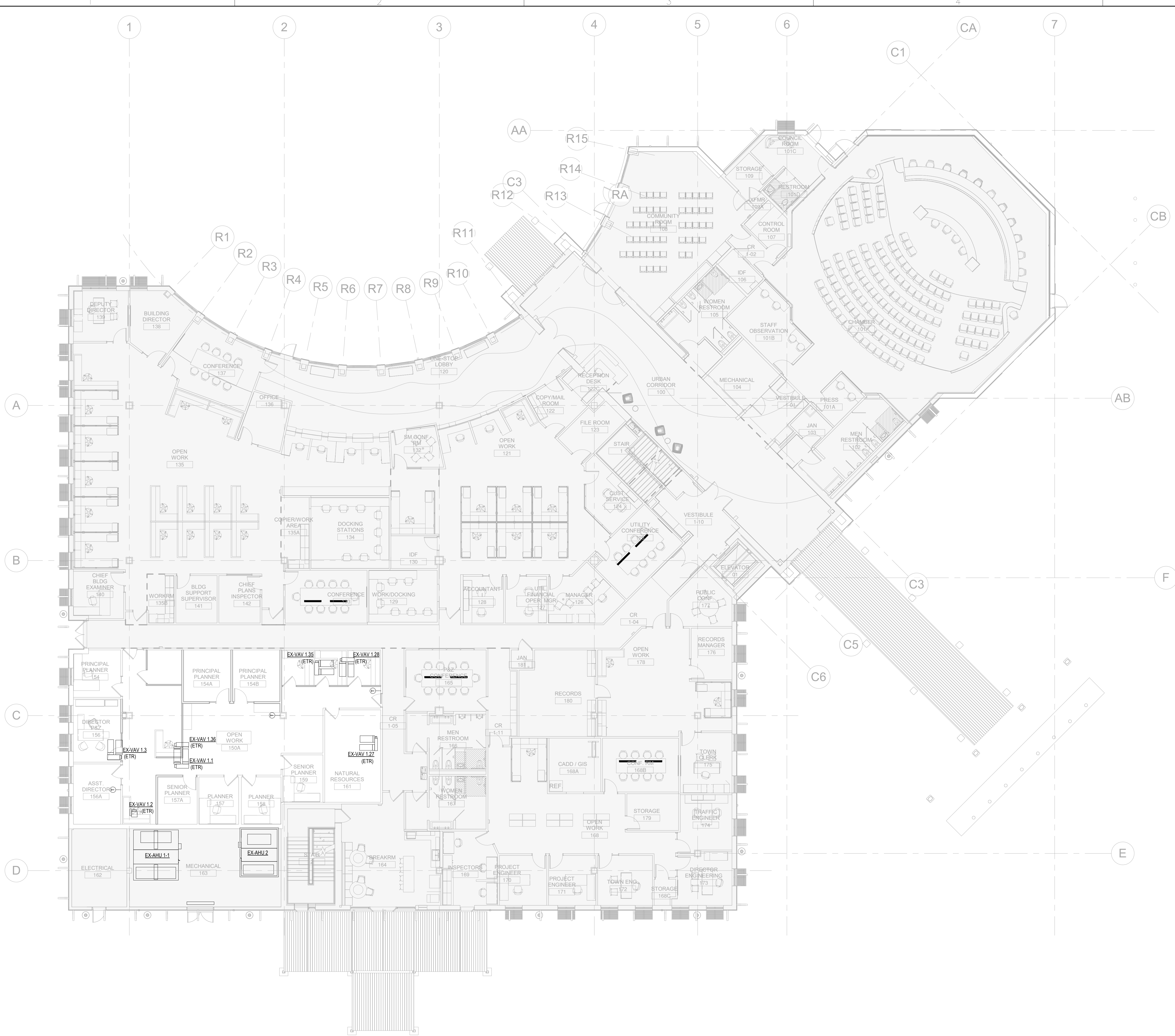
OVERALL FIRST FLOOR PLAN - HVAC

Sheet # :

M101

15

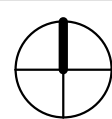
Page 211 of 536



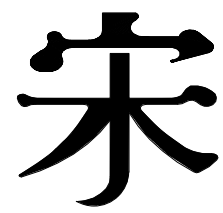
OVERALL FIRST FLOOR PLAN - HVAC

1

SCALE: 3/32" = 1'-0"



DATE: 04/02/2025 2:57:40 PM



Song + Associates

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1545 Centrepark Drive North
West Palm Beach, Florida 33401
Telephone: 561-655-2423
Fax: 561-655-1482

AA - 0003165 IB - 0001095

Seal:
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JASON L. SMITH, P.E.
600 S. ORLANDO AVE.
MARTIN, FL 32051
FL REG. NO.: PE07743

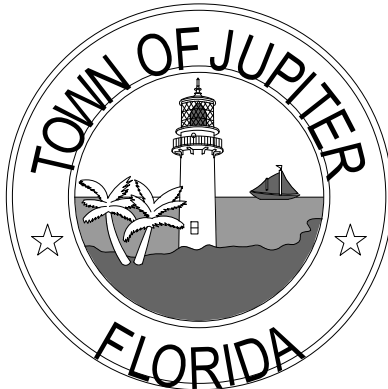
Consultants :



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772.466.1165 | cmta.com

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JUPITER TOWN
HALL - P&Z



TOWN OF
JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION	DATE

Date : 03/14/2025

S+A Project No : 24070

Owner Project No :

Drawn By : MAS

Checked By : JLS

Phase :
CONSTRUCTION
DOCUMENTS

Sheet Title :

FIRST FLOOR
PLAN - DEMO -
WEST - HVAC

Sheet # :

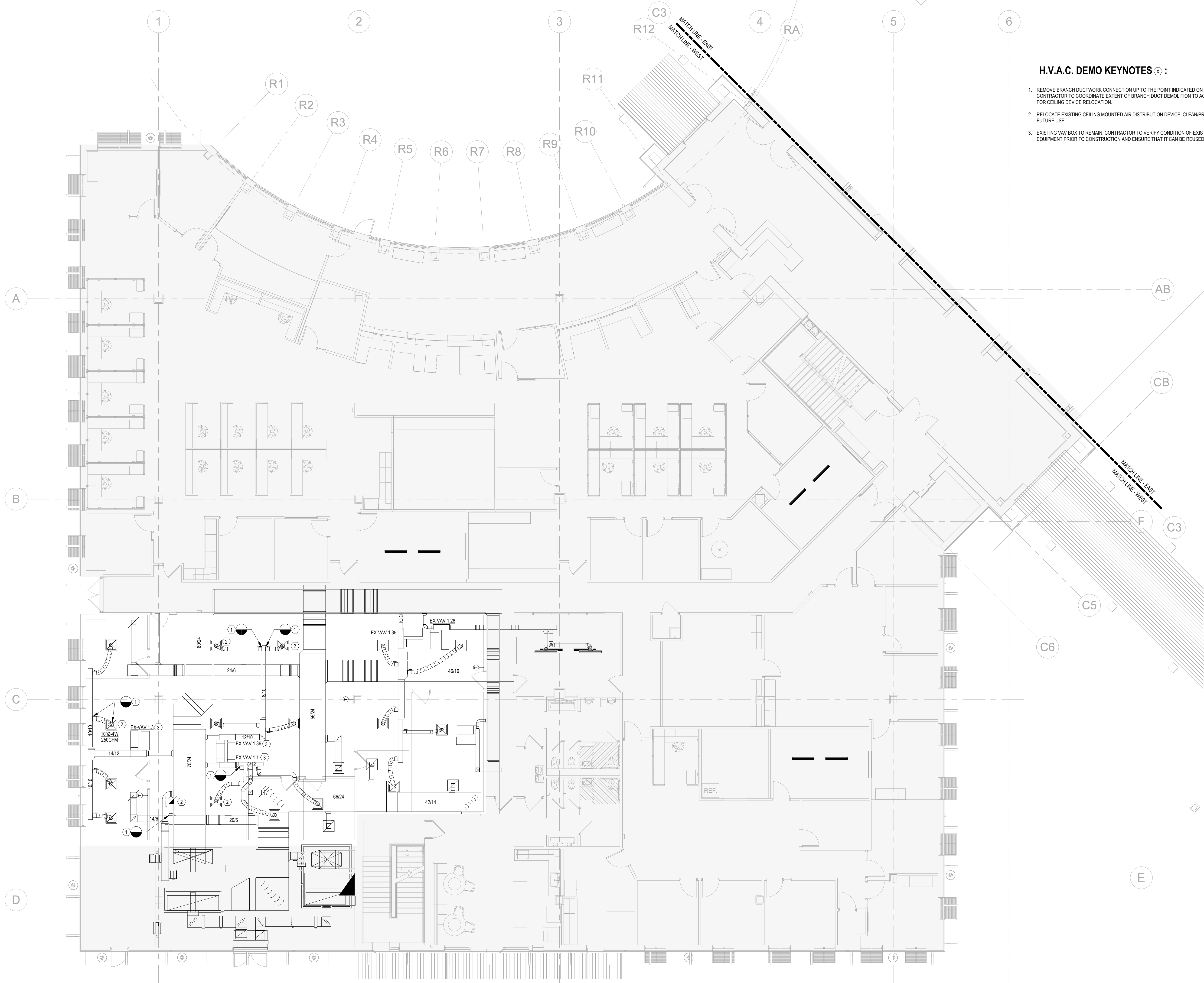
MD101.1

16

Page 212 of 536

H.V.A.C. DEMO KEYNOTES (X) :

1. REMOVE BRANCH DUCTWORK CONNECTION UP TO THE POINT INDICATED ON PLAN. CONTRACTOR TO COORDINATE EXTENT OF BRANCH DUCT DEMOLITION TO ACCOMMODATE FOR CEILING DEVICE RELOCATION.
2. RELOCATE EXISTING CEILING MOUNTED AIR DISTRIBUTION DEVICE. CLEAN/PREPARE FOR FUTURE USE.
3. EXISTING VAV BOX TO REMAIN. CONTRACTOR TO VERIFY CONDITION OF EXISTING EQUIPMENT PRIOR TO CONSTRUCTION AND ENSURE THAT IT CAN BE REUSED.

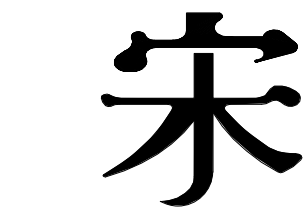


FIRST FLOOR PLAN - DEMO - WEST - HVAC

1

SCALE: 1/8" = 1'-0"





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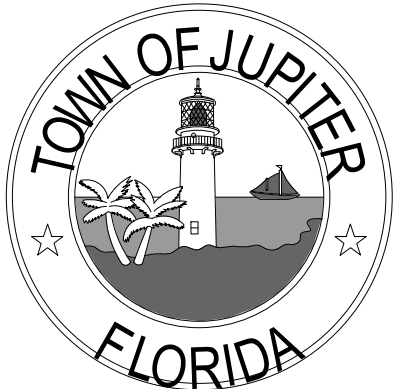
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JUPITER TOWN
HALL - P&Z



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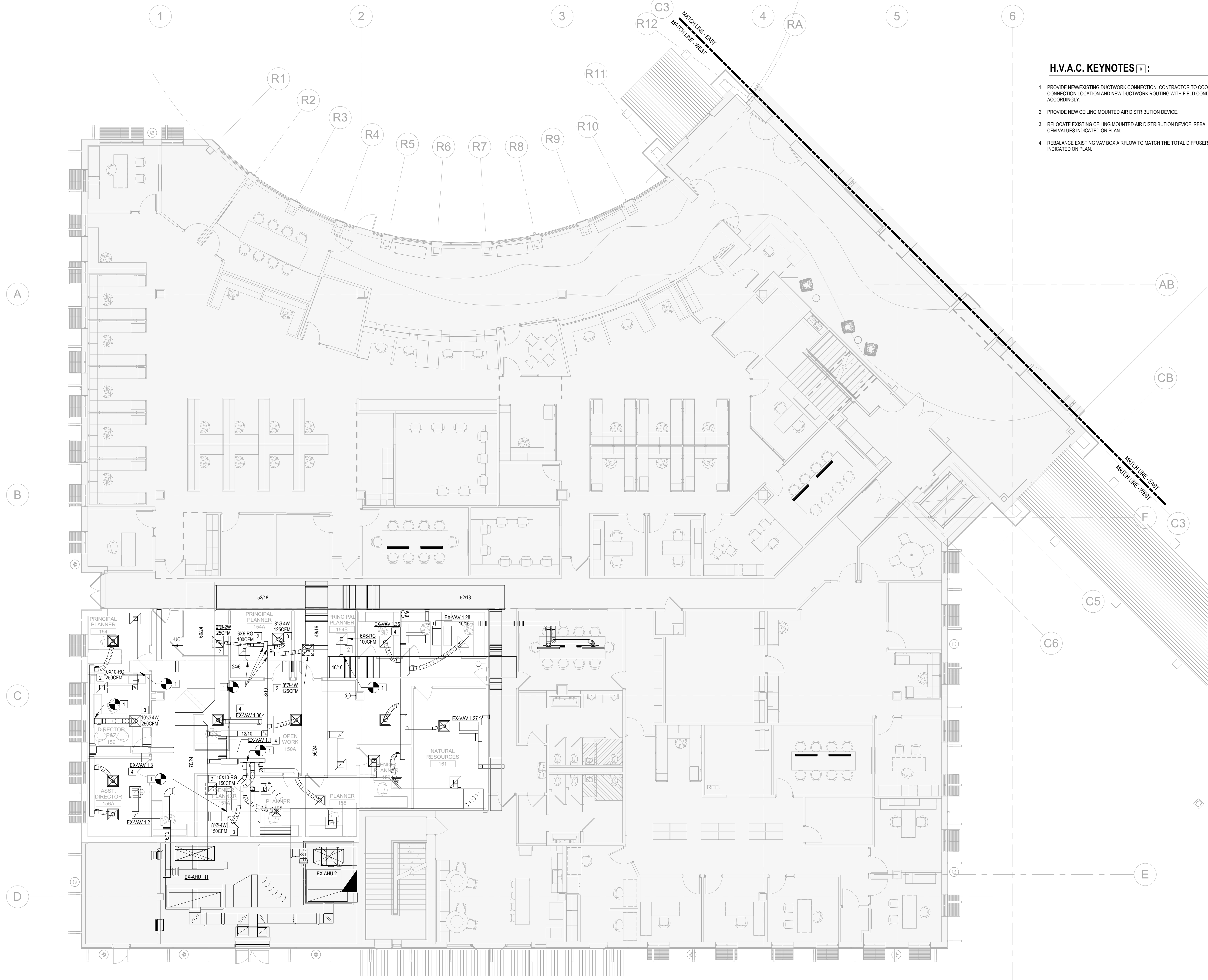
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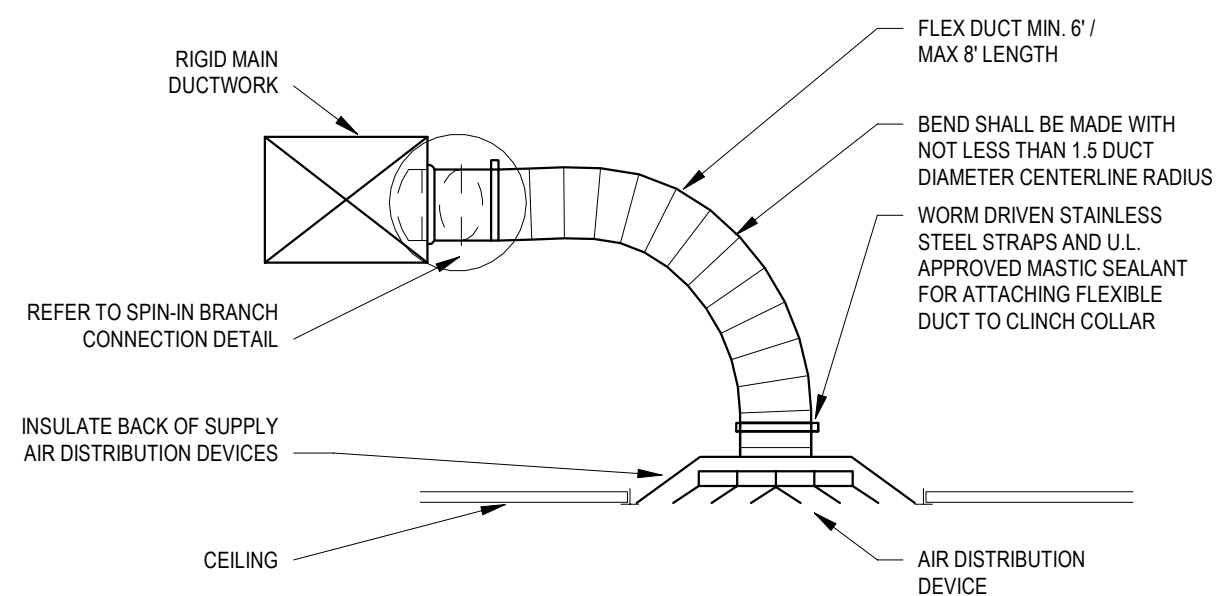
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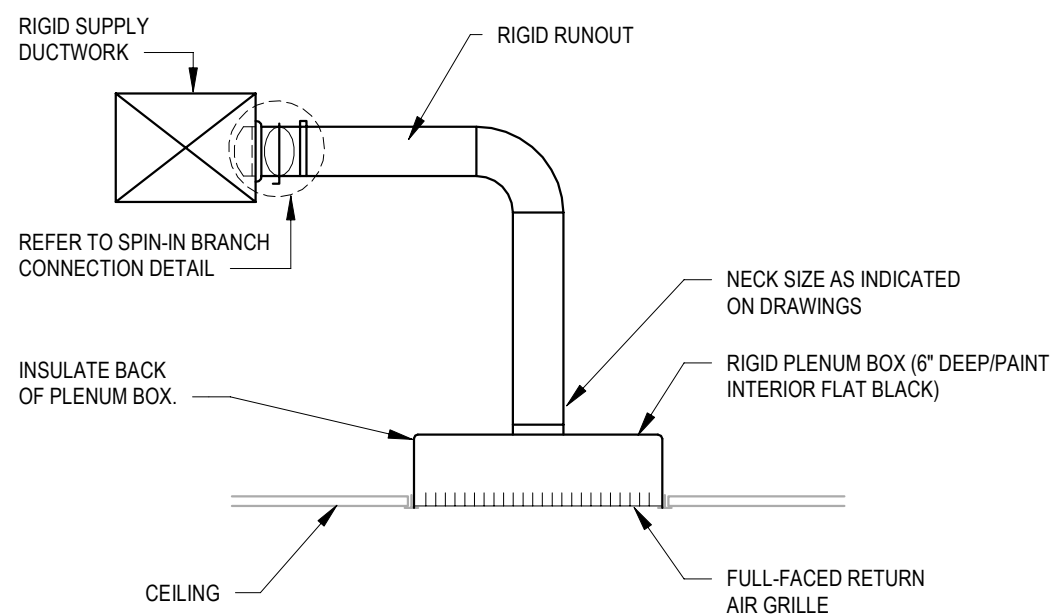
H.V.A.C. KEYNOTES [X] :

1. PROVIDE NEW/EXISTING DUCTWORK CONNECTION. CONTRACTOR TO COORDINATE EXACT CONNECTION LOCATION AND NEW DUCTWORK ROUTING WITH FIELD CONDITIONS ACCORDINGLY.
2. PROVIDE NEW CEILING MOUNTED AIR DISTRIBUTION DEVICE.
3. RELOCATE EXISTING CEILING MOUNTED AIR DISTRIBUTION DEVICE. REBALANCE TO MATCH CFM VALUES INDICATED ON PLAN.
4. REBALANCE EXISTING VAV BOX AIRFLOW TO MATCH THE TOTAL DIFFUSER CFM VALUES INDICATED ON PLAN.

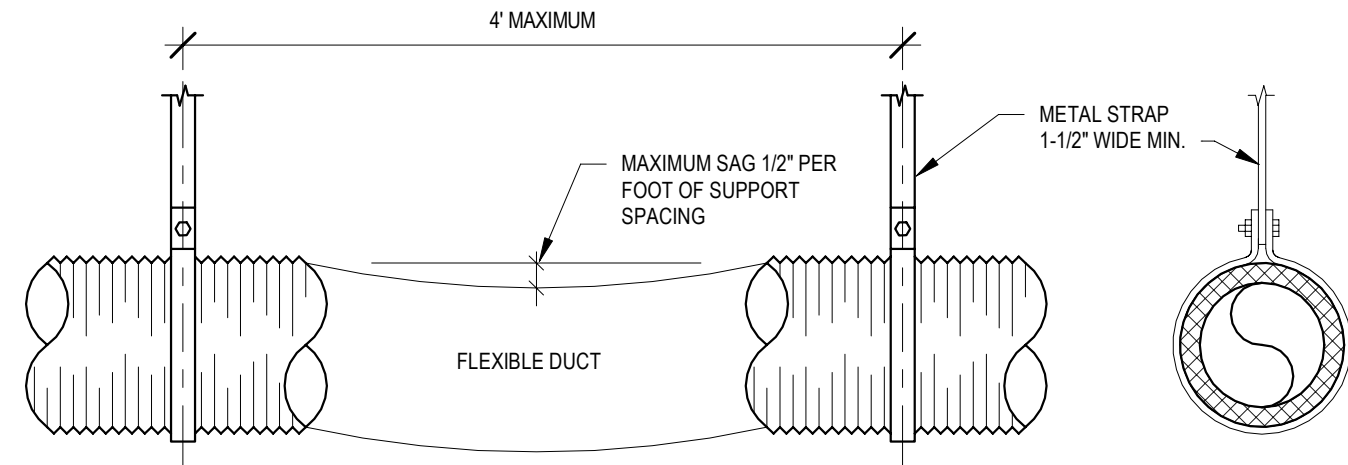




1 DIFFUSER AND FLEX DUCT
NTS

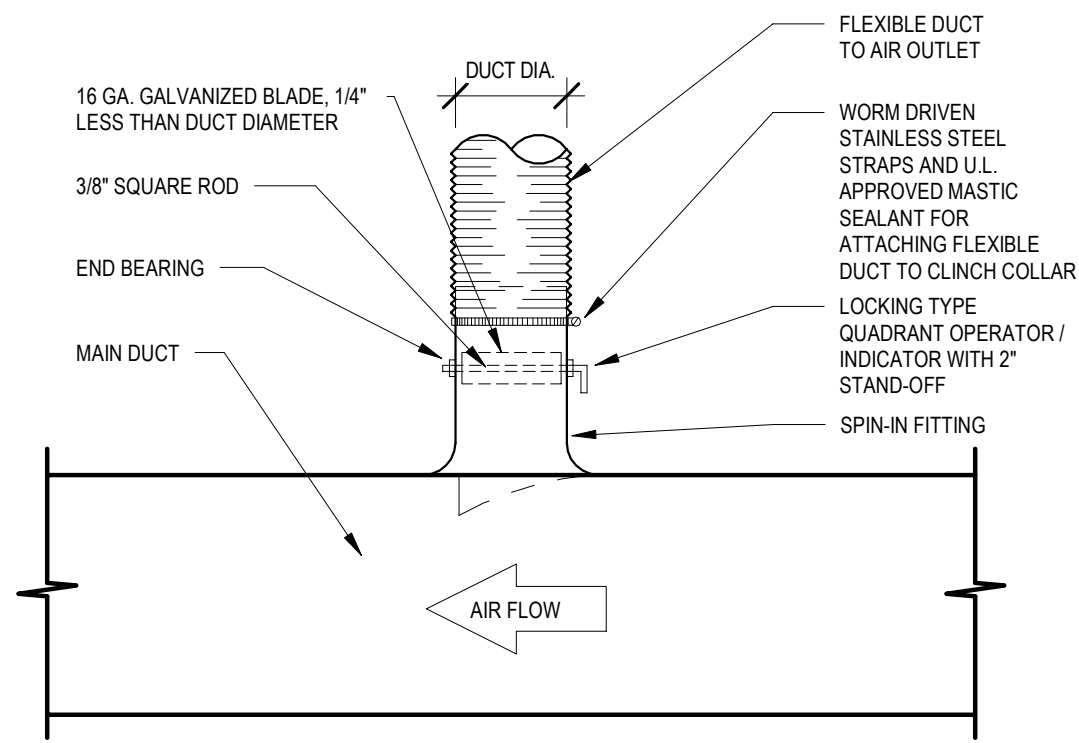


2 PLENUM BACKED RETURN GRILLE
NTS

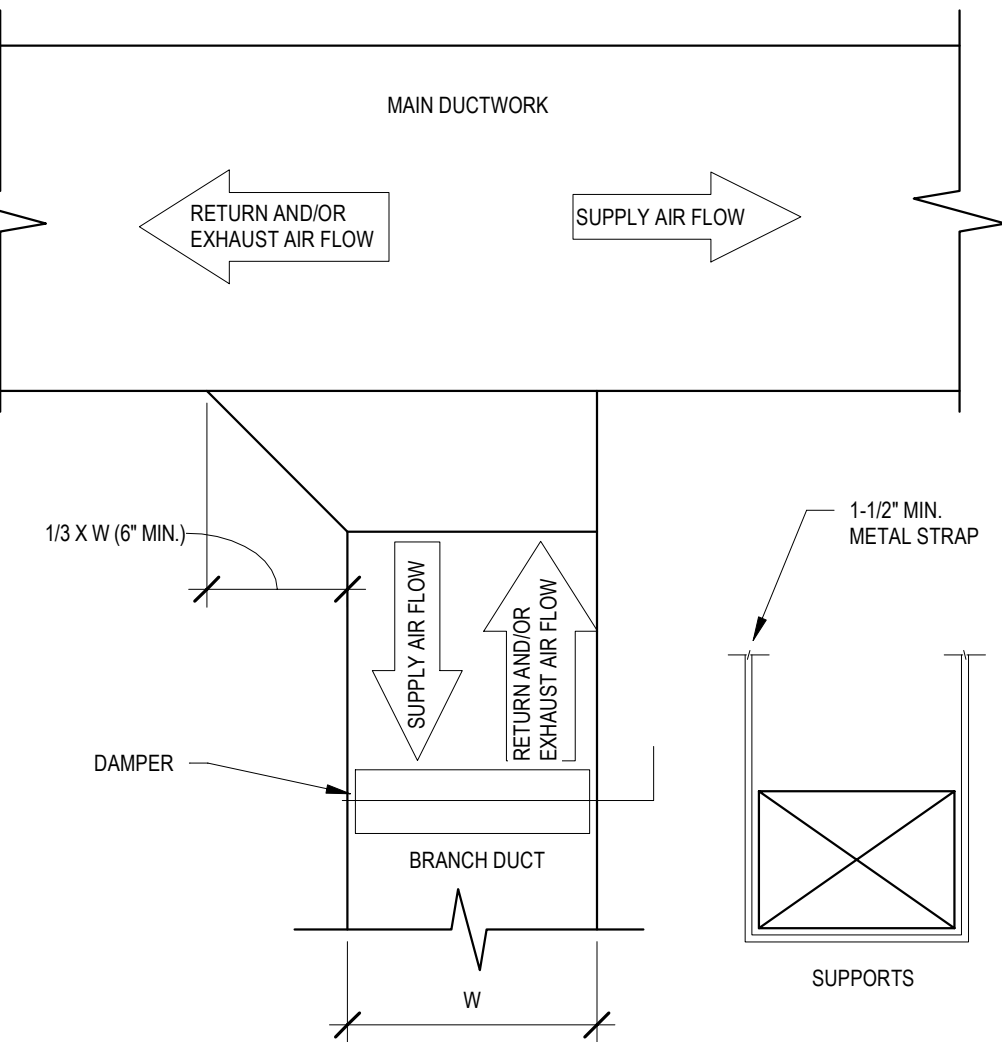


- NOTES:
1. DUCT SHOULD EXTEND STRAIGHT FOR SEVERAL INCHES FROM A CONNECTION BEFORE BENDING.
 2. SUPPORT SYSTEM MUST NOT DAMAGE DUCT OR CAUSE OUT OF ROUND SHAPE.

3 FLEX DUCT SUPPORT
NTS

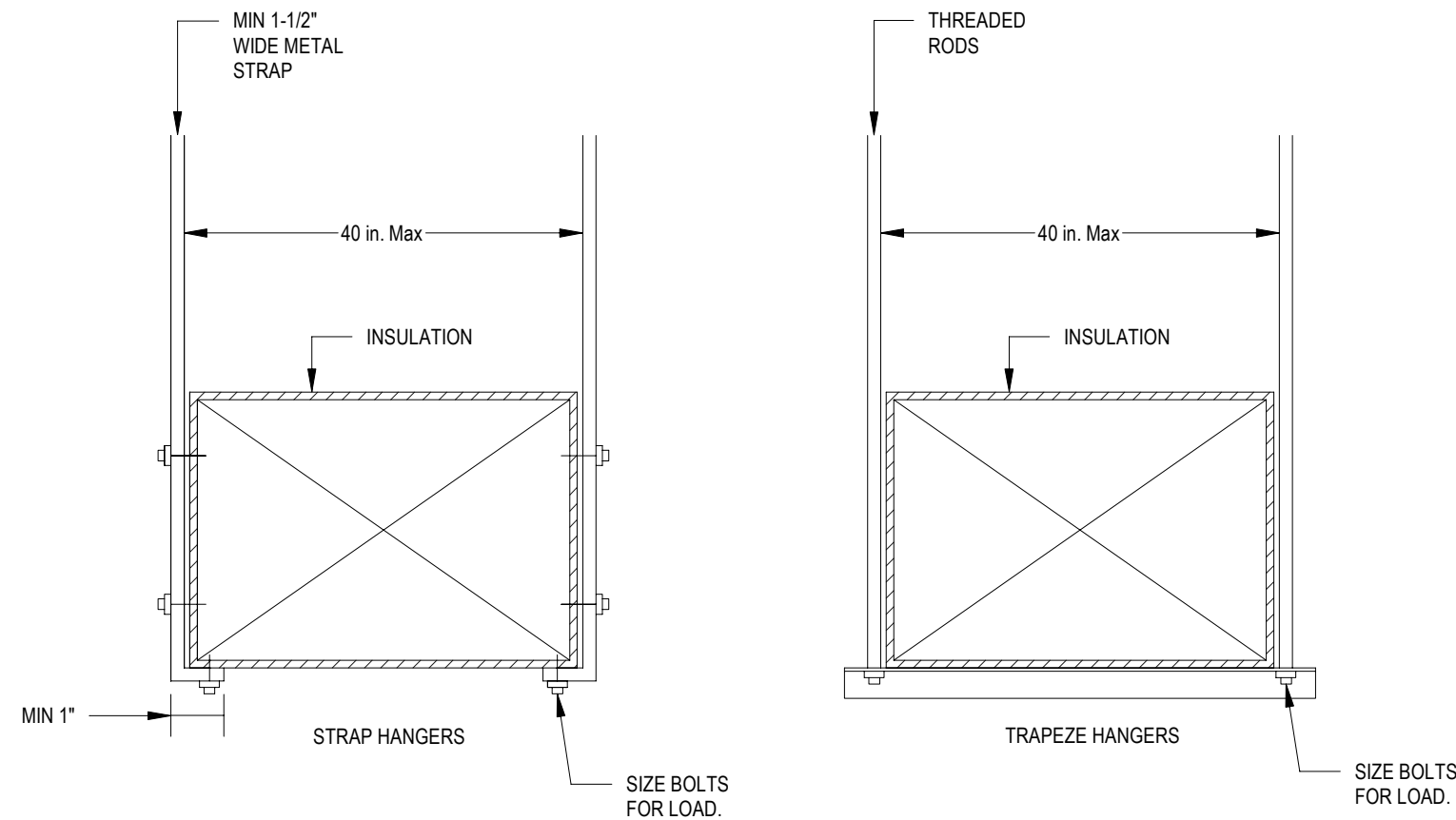


4 TYPICAL SPIN-IN BRANCH CONNECTION
NTS



- NOTES:
1. ALL SUPPLY, EXHAUST AND RETURN AIR BRANCH DUCTS SHALL BE SUPPLIED WITH A MANUAL VOLUME DAMPER FOR BALANCING. DAMPERS NOT SHOWN ON PLAN FOR CLARITY.
 2. AIR FLOW ARROWS ABOVE INDICATE NEGATIVE (RETURN OR EXHAUST) OR POSITIVE AIR FLOW (SUPPLY) TO DELINEATE THE DUCT CONNECTION BOOT ORIENTATION FOR EACH DUCT SYSTEM.

5 RECTANGULAR DUCT BRANCH
NTS



- NOTE:
1. DUCTWORK TRAPEZE HANGERS SUPPORT SHALL NOT BE COVERED BY DUCTWORK INSULATION.

6 DUCTWORK SUPPORT
NTS

EXISTING VAV UNIT SCHEDULE (REFERENCE ONLY)								
MARK	MANUFACTURER	MODEL	INLET SIZE	PRIMARY AIR CFM MAX. MIN.	HEATING CFM	ΔP (IN. W.G.)	AUXILIARY ELECTRIC HEAT KW VOLTS/PH. STEPS	
EX-VAV 1.1	TRANE	VCEF	8	450 160	225	0.18	2.5 277/1 SCR	
EX-VAV 1.2	TRANE	VCCF	12	1150 405	0	0.18	0 277/1 N/A	
EX-VAV 1.3	TRANE	VCEF	10	800 280	400	0.18	4 277/1 SCR	
EX-VAV 1.27	TRANE	VCEF	5	275 100	140	0.18	1.5 277/1 SCR	
EX-VAV 1.28	TRANE	VCEF	6	350 125	175	0.18	2 277/1 SCR	
EX-VAV 1.35	TRANE	VCEF	8	700 245	350	0.18	3.5 277/1 SCR	
EX-VAV 1.36	TRANE	VCEF	8	550 195	275	0.18	3 277/1 SCR	

AIR DISTRIBUTION DEVICE SCHEDULE					
MARK / LEGEND		TYPE	MANUFACTURER	MODEL	NOTES
NECK SIZE AIR FLOW	➡ 8"Ø-4W ← THROW PATTERN	CEILING MOUNTED SQUARE SUPPLY DIFFUSER	METAL AIRE	5700-AL	1, 2, 3, 4, 5, 6
NECK SIZE AIR FLOW	➡ 12X12-RG ← 200CFM	CEILING OR SIDEWALL MOUNTED RETURN AIR GRILLE	METAL AIRE	RH	1, 2, 3, 4, 5, 7
NOTES:					
1. PROVIDE 24X24 OR 24X12 LAY-IN MODULE WHERE LOCATED IN LAY-IN CEILING.					
2. PROVIDE WITH OPPOSED BLADE VOLUME DAMPER.					
3. PROVIDE SQUARE TO ROUND NECK TRANSITION WHERE APPLICABLE.					
4. COORDINATE BORDER TYPES WITH ARCHITECTURAL FLOOR PLAN AND REFLECTED CEILING PLAN.					
5. COORDINATE FINISH WITH ARCHITECT.					
6. COORDINATE THROW PATTERN WITH FLOOR PLANS.					
7. NECK SIZE IS 22X22 UNLESS NOTED OTHERWISE ON FLOOR PLANS.					

DUCT CONSTRUCTION SCHEDULE				
SERVICE	SMACNA PRESSURE CLASS	MATERIAL	INSULATION	NOTES
SUPPLY AIR DUCTS				
DOWNSTREAM OF VAV TERMINALS	+2"	SINGLE WALL SHEET METAL	CONCEALED - 2" THICK EXTERNAL WRAP EXPOSED - 1-1/2" RIGID BOARD	1
RETURN AIR DUCTS				
ALL RETURN AIR DUCTWORK	-2"	SINGLE WALL SHEET METAL	CONCEALED - 2" THICK EXTERNAL WRAP EXPOSED - 1-1/2" RIGID BOARD	1
NOTES:				
1. ALL DUCTWORK IS TO BE FABRICATED, SUPPORTED AND INSTALLED PER SMACNA STANDARDS.				
2. NO SNAPLOCK ROUND DUCTWORK PERMITTED.				

宋
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600 S. ORLANDO AVE.
MANTLAND, FL 32051
FL REG. NO.: PE07743

Consultants :

CMTA
A LEGENCE Company
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JUPITER TOWN HALL - P&Z

TOWN OF JUPITER
210 Military Trail,
Jupiter, FL 33458

Key Plan :

REVISION DATE

Date : 03/14/2025
S+A Project No : 24070
Owner Project No :
Drawn By : MAS
Checked By : JLS
Phase : CONSTRUCTION DOCUMENTS
Sheet Title :
DETAILS & SCHEDULES - HVAC
Sheet # :

M501

TOWN OF JUPITER
Approval of a Change Order for the Rep Services, Inc. Contract for Playground Construction



DATE	May 20, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Mike Hoffmann, Senior Director, Community Services
SUBJECT	Authorizing approval of a change order for the Rep Services, Inc. (RSI) (Agreement No. 2023/2024-284) contract for additional playground site work, synthetic turf, and site furniture at Indian Creek Park, Jupiter Community Park, and Maplewood Park for the amount of \$202,315.27.

EXECUTIVE SUMMARY

Staff is requesting Town Council approval for a change order to the existing piggyback contract with Rep Services Inc. (RSI), utilizing the Clay County Agreement No. 2023/2024-284, originally approved by Council on February 4, 2025. This change order is necessary to incorporate additional services required for the playground construction projects at Indian Creek Park, Jupiter Community Park, and Maplewood Park. Specifically, the change includes enhanced site work, installation of synthetic turf surfacing, and procurement and installation of site furnishings such as benches, bike racks, and trash receptacles. The total cost of the proposed change order is \$202,315.27.

ANALYSIS

As part of the Town's FY25 Community Investment Program (CIP) Playground Replacement Project (Project R2202), RSI was previously authorized to supply and install new playground equipment at three parks. During final construction coordination and permitting, Town staff identified several site work and amenity items omitted from the initial design scope but necessary for complete, safe, and functional project delivery.

These items include new concrete walkways, site furniture (benches, trash receptacles, and bike racks), fencing, sub-base preparation, additional synthetic turf, and curbing. Executing these additions under RSI's current contract ensures schedule continuity and pricing advantages through the existing cooperative contract. This does not include the spray ground and restroom construction for Indian Creek Park, which is scheduled for FY26.

STRATEGIC PRIORITY

- Manage Growth
- Fiscal Responsibility
- Organizational Excellence

ATTACHMENTS

1. RSI Clay County Contract 2023-2024-284
2. ICP Additional SOW PROPOSAL
3. JCP Addiitonal SOW PROPOSAL
4. JCP Addiitonal Synthetic Turf PROPOSAL
5. Maplewood Additional SOW PROPOSAL
6. Playground CIP R2202

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$202,315.27

Sources:
Sources: General Fund
Reserves

For more information or copies of the attachments, please contact Mike Hoffmann at MikeH@jupiter.fl.us or 561-741-2471.

Clay County Contract

Table of Contents

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Attachment A – Bid Scope of Work	21
Attachment B – Proposal	32



Clay County Agreement/Contract No. 2023/2024 – 284

**AGREEMENT TO PROVIDE VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND RECREATION**

This Agreement to Provide Various Equipment and Amenities for Parks and Recreation (“Agreement”) is entered into and shall be deemed effective as of July 24, 2024, and is between Rep Services, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued an Invitation for Bid, Bid No.: 23/24-074 (“Bid”), to establish a firm, fixed percentage discount from manufacturer’s and/or bidder’s current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds to include a means for qualifying suppliers and establishing pricing for ballpark lighting services and court surfacing; and

WHEREAS, the Contractor responded to the Bid with a proposal that included Contractor’s products and discount pricing and pricing details for such products and services (“Proposal”); and

WHEREAS, the County evaluated the proposals submitted, and on July 23, 2024, the Clay County Board of County Commissioners of Clay County, Florida (the “Board”) accepted staff’s evaluation and awarded the Bid to the 23 companies that responded to the Bid; and

WHEREAS, the awarded Bids will be utilized on an as needed and as requested basis; and

WHEREAS, to the extent permitted by applicable law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid, including any addendums and attachments thereto, as well as the Proposal apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. EQUIPMENT, PRODUCTS, OR SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Donna Fish, Buyer 1 with Clay County Purchasing, or designee.
- (c) The Contractor agrees to provide the Products and Services in accordance with the Bid Scope of Work attached hereto as **Attachment A**, its Proposal attached hereto as **Attachment B**, and the terms and conditions of this Agreement when ordered and/or requested from time to time by the County. As used herein, "Products" shall mean all equipment, amenities, materials, and/or products that the Contractor agrees to provide as stated in its Proposal. As used herein, "Services" shall mean any services that the Contractor agrees to provide as stated in its Proposal or as requested under this Agreement, including, but not limited to, installation of Products for parks and playgrounds, ballpark/field lighting services, court surfacing, and other related services.
- (d) Products and/or Services will be ordered and/or requested by personnel designated by the County on an as needed basis for the quantity requested during the term of the Agreement. Such orders/requests will be made in accordance with the method of ordering section of **Attachment A**. The County at its sole discretion will generate purchase orders as a result of approved quotations submitted in response to a request. Depending on the Services ordered, the Contractor may be required to enter into a separate agreement or task order with the County addressing such Services.
- (e) No later than 30 days prior to the anniversary date of this Agreement throughout the Agreement term, the Contractor may submit an updated Proposal to the Project Manager reflecting any changes to manufacturers and/or Products. Upon receipt, the Project Manager shall review and approve or reject the updated Proposal in writing. If the Project Manager approves the updated Proposal, it shall automatically be deemed to be incorporated into this Agreement and shall replace and/or modify **Attachment B**, in whole or in part, as applicable, as of the date of approval, without the need for a formal amendment or further action by either party. If the Project Manager does not approve the updated Proposal, the original Proposal shall continue without modification.
- (f) In providing the Products and Services, the Contractor shall:
 - 1. Be familiar with the ordered/requested Products and/or Services, deadlines, requirements, and the conditions under which the Products and/or Services are to be provided;
 - 2. Conduct business in a manner that reflects favorably at all times on the services and the goodwill and reputation of the County;
 - 3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and

4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(g) In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to provide all Products and Services as may be requested under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Products and/or Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to provide the Products and/or Services comply with the terms of this Agreement, have current licenses and permits required to provide the Products and/or Services, and are fully qualified and capable to perform their assigned tasks.

(h) The Contractor represents and warrants to the County that Contractor is experienced with providing the Products and Services described in this Agreement and is qualified and competent to provide such Products and perform such Services. The Contractor shall provide any and all Products and perform any and all Services requested in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(i) The Contractor shall provide the Products and Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws ("Standard of Care").

(j) In performance of this Agreement, the Contractor is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Products and/or Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

(k) The County may elect, in certain circumstances, to purchase only Products and have such Products installed by others (e.g., volunteers, County staff, etc.). If such election is made, the Products will be shipped to a designated location and off-loaded by the Contractor.

(l) Non-Exclusive. The parties acknowledge and agree that this Agreement is non-exclusive. Nothing in this Agreement shall be construed to prevent either party from entering into similar agreements with other third parties, or from engaging in any other business activities for such products and/or services, including, but limited to the use of other available bids or contracts.

(m) The County gives the Contractor no guarantee of any Products or Services or any specific amount or quantity of Products or Services that may be accomplished or performed by the Contractor during the term of this Agreement. Additionally, the County makes no guarantee of usage by other users or Contracting Entities of this Agreement.

(n) The County may conduct performance evaluations at any time during the term of this Agreement to ensure the Contractor's compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

2. ADDITIONAL PRODUCTS OR SERVICES

(a) If the County identifies or the Contractor recommends any additional products or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional products and/or services, including scope, timing, and fees, as applicable, must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. TERM

(a) The term shall begin on July 24, 2024 ("Effective Date") and shall remain in effect for a period of three years continuing through July 23, 2027, unless sooner terminated as provided herein. The Agreement may be renewed for two additional one year periods upon subsequent written agreement of the parties.

(b) The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees to timely provide the requested Products and/or Services in accordance with the Agreement and the deadlines that may be established for such Products and/or Services.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all pending purchase orders, contracts, etc., until all of the rights and obligations of both parties thereunder have been fulfilled or the purchase orders, contracts, etc. have been terminated.

4. WARRANTIES AND REPRESENTATIONS

(a) The Products and Services shall comply with all rules, regulations, and requirements set forth in this Agreement and the Attachments to this Agreement.

(b) Warranties related to the Products and/or Services provided under this Agreement shall be established and confirmed at the time of each individual order. For each order, the Contractor shall provide a warranty statement specifying the duration, scope, and terms of the warranty applicable to the specific Products and/or Services being purchased. Depending on the Services ordered, the warranty may be set forth in a separate agreement or task order with the County addressing such Services.

(c) Neither the Services, nor any Products provided by the Contractor under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

(d) The Contractor certifies that all Products meet all federal and state requirements. Upon

completion of installation of play equipment and/or playground surfacing, the Contractor shall furnish to the County's Purchasing Department a certificate stating the Products/equipment/surfacing and its installation meet all federal and state requirements as outlined in the publications set forth in **Attachment A** under the Compliance with Laws and Codes section. The Contractor further certifies that if the Product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the Product(s) and installation into compliance shall be borne by the Contractor.

(e) The Contractor warrants that all Products and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, the Contractor warrants the Products and Services are suitable for and will perform in accordance with the ordinary use for which they are intended.

(f) All material, equipment, manufacturer, or other special warranties required by the Agreement or applicable to the Products and/or Services shall be transferable to, or issued in the name of the County, and provide the warranty period. The period of manufacturer's warranty shall begin to run at the time the Products are received and accepted by a representative of the County.

5. PIGGYBACKING, SALES REPORTS, AND ADMINISTRATIVE FEE

(a) To the extent permitted by law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations (collectively "Contracting Entities").

(b) The County as the lead agency for the Bid shall not be liable or responsible for any costs, damages, liability, or other obligations incurred by any Contracting Entities. The Contractor including its subsidiaries shall deal directly with each Contracting Entity concerning the placement of orders, issuance of purchase orders, issuance of contracts, contractual disputes, invoicing, payment, and all other matters relating or referring to such Contracting Entities access or use of the Agreement and/or pricing. Accordingly, any Contracting Entity wishing to use this Agreement will be responsible for placing its own orders, issuing its own purchase order/documents/price agreements/contracts, providing for its own acceptance, making any subsequent payments, addressing any contractual disputes, and handling all other matters relating or referring to its access or use of the Agreement and/or pricing. The Contracting Entities are responsible for obtaining all certificates of insurance and bonds as may be required.

(c) Volume Sales Report. Throughout the term of this Agreement, the Contractor shall submit a **quarterly volume sales report ("Sales Report") to the County's Purchasing Department by email at purchasing@claycountygov.com or U.S. mail to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Quarterly Sales Report dates are as follows: December 31, March 31, June 30, and September 30. Sales Reports must be delivered to the County's Purchasing Department no later than the 15th day of the following month.** Initiation and submission of the Sales Reports are the

responsibility of the Contractor without prompting or notification by the County. The Sales Report must be provided regardless of whether or not any sales have been conducted during such quarter (i.e., if there are no sales, Contractor must submit a Sales Report indicating that no sales were made during that particular quarter). The Sales Report must include the following:

- Contracting Entity's name and contact information;
- Detail of any Products sold/purchased including description, quantity, and price;
- Detail of any Services sold/purchased and/or performed; and
- All transactions pertaining to sales for Products and/or Services and pricing for that quarter to include the date the purchase was invoiced/sale was recognized as revenue by Contractor.

(d) **Administrative Fee.** The Contractor agrees to pay to the County an administrative fee equal to 1.5% of the eligible revenues generated from the sale of Products or Services to Contracting Entities utilizing this Agreement and/or pricing under this Agreement. For purposes of this Agreement, "eligible revenues" shall mean the gross amount actually received by the Contractor from the sale of Products purchased and/or installed utilizing this Agreement, excluding any amounts attributable to shipping, freight, handling charges, taxes, mandatory fees, or any other expenses not directly related to the core sale or installation transaction.

(e) The County will review the Sales Report and will prepare an invoice to the Contractor for payment of the administrative fee based on the Sales Report submitted for that **quarter**. Such invoices will be submitted to the Contractor at its email address provided to the County's Purchasing Department. Upon receipt of an invoice submitted under this paragraph, the Contractor shall submit payment pursuant to the instructions on the invoice within 30 calendar days of the invoice date.

(f) Failure of the Contractor to provide the quarterly Sales Reports and payment of administrative fees in accordance with an invoice, shall be considered a breach of the Agreement. A late penalty of 15 percent on the value of the administrative fee may be assessed to the Contractor for each month the payment of such fee is not received.

(g) The Contractor agrees to cooperate with the County in auditing transactions under this Agreement to ensure that the administrative fee is paid on all Products and/or Services purchased under this Agreement.

6. PRICING AND PAYMENT

(a) All Products and Services under this Agreement will be priced and/or discounted as stated in Contractor's Proposal. It is understood that Contractor's current catalog/supply/product information price list are subject to change throughout the term of this Agreement. However, percent discount shall remain fixed for the entire term of this Agreement including any renewals or extensions thereto.

(b) Freight must be pre-paid and added to the Invoice and the quote. The County will pay actual freight charges.

(c) Sales Promotion/Price Reduction. The parties acknowledge that sales promotions may occur during the term of the Agreement which will lower prices of Products and Services for the period of such sales promotion. The Contractor acknowledges and agrees that the County shall receive the full benefit of such reductions if lower than the discount established by this Agreement. The County must be notified of these sales promotions in writing, specifying the beginning and ending dates of the sales promotions.

(d) The County shall pay the Contractor for the Products and Services provided under this Agreement in compliance with the specifications at the prices in accordance with **Attachment B** upon presentation of an Invoice submitted to the Paying Agent in accordance with paragraph 7.

7. PAYMENT PROCEDURES

(a) As used herein, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act.

(b) Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor’s name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. Identify the Products and/or Services covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date for such Products and/or Services covered by the Invoice.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(c) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or

Project Manager shall review the Invoice and may also review the Products and/or Services as delivered, installed, or performed to determine whether the quantity and quality of the Products and/or Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Products and/or Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 10 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

(d) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Products and/or Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(e) The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

(f) The County's review, approval, acceptance of, or payment for the Products and/or Services provided under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Contractor's negligent performance of any of the Products and/or Services furnished under this Agreement

8. INDEMNIFICATION

(a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) This paragraph shall survive the expiration or termination of this Agreement.

9. INSURANCE

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation Statutory limits
- Employers Liability \$100,000 Each Accident
\$500,000 Disease Policy
\$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to any work or services being performed under this Agreement, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later

than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

10. BONDS

(a) A Performance Bond and Payment Bond may be required for specific projects and/or Services provided under this Agreement as security for the faithful performance and payment of the Contractor's obligations. Whether such Bonds will be required, will be based upon the size and price of each particular project and/or purchase under this Agreement. If such Bonds are required, the Contractor understands, acknowledges, and agrees that the Contractor shall cause the Bonds to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at the Contractor's sole expense, and shall deliver a certified copy of the recorded Bonds to the County's Purchasing Department prior to receiving a purchase order for the project.

11. DEFAULT AND TERMINATION

(a) Default. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or timely deliver any requested Products; provides false or inaccurate information; fails to address and/or correct any deficiencies identified by the County during a performance evaluation; fails to timely submit reports as required herein; fails to pay the administrative fee; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the Products and/or Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Contractor shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without

releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Products and/or Services satisfactorily provided up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County. The Contractor may terminate this Agreement for the convenience of the Contractor by giving the County 180 calendar days advance written notice.

(d) Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated Products and/or Services and shall stop any work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Products and/or Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County. The Contractor agrees to refund to the County all pre-paid sums for Products and/or Services that have been cancelled and will not be delivered.

(d) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Products provided and/or Services performed.

12. TAXES

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

13. APPROPRIATED FUNDS

(a) The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07,

Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

14. PUBLIC RECORDS

(a) The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to provide the Products and Services requested under the Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. 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 Contractor does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the 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 the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

(c) The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the

Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

15. AUDIT

(a) The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

16. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

17. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the

Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

18. HUMAN TRAFFICKING ATTESTATION

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

19. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

20. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

21. INDEPENDENT CONTRACTOR

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

22. NO ASSIGNMENT

(a) The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

23. SUBCONTRACTORS

(a) The Contractor shall provide the names of all subcontractors performing any work or services under this Agreement to the Project Manager. The County reserves the right to approve the utilization of any subcontractors in connection with this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. The County further reserves the right to reject any quotation in response to a request for quotation if such quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award, failed to deliver on time contracts of a similar nature, or is not in a position to perform properly under this Agreement.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

(c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

24. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

25. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

26. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

27. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

28. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Contractor and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

29. GOVERNING LAW AND VENUE

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

30. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

31. WAIVER

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

32. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

33. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

34. ENTIRE AGREEMENT

(a) This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes all previous agreements, whether oral or written.

35. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

36. ATTACHMENTS

(a) The Attachments listed below are incorporated herein by reference and made a part of this Agreement as if set out fully herein.

Attachment A: Bid Scope of Work

Attachment B: Proposal

37. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

CONTRACTOR

By: 
[Bill Geary \(Sep 17, 2024 08:30 EDT\)](#)

Print Name: Bill Geary

Print Title: Vice President

CLAY COUNTY, a political subdivision of the State of Florida

By: 
[Howard Wanamaker \(Sep 16, 2024 10:22 EDT\)](#)
 Howard Wanamaker
 County Manager on behalf of the
 Board of County Commissioners

ATTACHMENT A BID SCOPE OF WORK



INVITATION FOR BID

23/24-074

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

Clay County
477 Houston Street
Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024

LAST DATE FOR INQUIRIES: May 31, 2024, 4:00 pm

BID DUE: June 13, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/claycounty>

1. Scope of Work

1.1. Purpose

The purpose of this bid is to establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds. The bid is also a means for qualifying vendors and establishing pricing for ball park lighting services and court surfacing.

1.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.

2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.

3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.

4. Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.

5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.

6. The County reserves the right to purchase from other agreements when in the best interest of the County.

Responsibility:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers. County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

1.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

1.4. [Administrative Fee \(Piggybacking\)](#)

Cooperative Contract: The Bidder agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Bidder receives or agrees to enter into with other entities under the provisions and pricing of the County's contract. The Bidder shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of the Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price; and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Bidder shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Bidder to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the Administrative Fee may be assessed to the Bidder for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

Volume Sales Reports and Administrative fees will be mailed to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043.

1.5. [Qualification of Installers](#)

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

1.6. [Catalogs and Manufacturer Suggested Retail Price \(MSRP\) Lists](#)

Each bidder shall submit with this bid, a website link of each catalog and current catalog/supply/product price list for each catalog submitted. All catalogs and price lists shall clearly identify the bidder's name, address and telephone number. If digital catalogs are not available on website, catalogs must be mailed or delivered to the Clay County Purchasing Department, Fourth Floor, 477 Houston Street, Green Cove Springs, FL 32043 prior to bid opening. Annually Bidder may request that new manufacturers be added. The County reserves the right to approve or deny this request.

SALES PROMOTION/PRICE REDUCTION: It is understood that sales promotions occur during the course of the contract that will lower prices of products for the period of the sales promotion. The County shall receive the full benefit of such reductions if lower than the discount established by this bid. The County

must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotions.

1.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the:

American Society for Testing and Materials

100 Barr Harbor Drive

West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the:

US Consumer Product Safety Commission

4330 East West Highway

Bethesda, MD 20814

(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the:

National Recreation and Park Association

22377 Belmont Ridge Road

Ashburn, VA 20148-4150

(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling:

(800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

1.8. Award

The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

1.9. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Bidder. No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

1.10. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

1.11. Permit & Fees

The Bidder shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Bidder is required to familiarize themselves with all permits required for each individual project. If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: <https://www.claycountygov.com/government/building>

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the individual project is the responsibility of and will be paid for by the Contractor, including any related inspection fees.

1.12. Clean up & Restoration of Site

The Bidder is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Bidder shall maintain work site in a safe manner, and daily clear construction debris.

1.13. Bidder and Subcontractor Requirements

1. The Bidder shall be licensed to perform all work listed in the Scope of Work provided.
2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.

1.14. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names must be included within this Bid. The County may request references of the Sub-Contractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any Subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

1.15. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damage which occurs as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the 30-day period the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

1.16. Compliance with Occupation Safety and Health Act

The Bidder warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

1.17. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.18. Payment

The Contractor may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

1.19. Warranty

The Contractor shall provide a warranty for equipment and parts. Warranty will begin from the date of final acceptance.

1.20. Term

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

1.21. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

1.22. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

1.23. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

ATTACHMENT B PROPOSAL



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Rep Services, Inc. Response

CONTACT INFORMATION

Company:

Rep Services, Inc.

Email:

sales@repservices.com

Contact:

Nathan Almon

Address:

165 West Jessup Ave
Longwood, FL 32750-4146

Phone:

(407) 831-9658

Website:

<https://repservices.com/>

Submission Date:

Jun 11, 2024 2:33 PM

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Landscape Structures, Inc.	Playground Equipment	2%	NA	https://issuu.com/repser vices/docs/_2024_lsi_pl ay_catalog-with_imprint ?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Skyways	Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/2024_skyw ays_catalog-with_imprint?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Poligon Shelters	Shelters, Pavilions, Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/_poligoncatalog -2023?fr=xKAE9_zU1NQ	Priced Per Job
Rep Services, Inc.	Aquatix	Aquatic Spray Features and Mechancial Packages	2%	NA	https://issuu.com/repse rvices/docs/_2024-aquatixcatalog-with_imprint	Price Per Job
Rep Services, Inc.	DuMor	Site Furnishings	2%	NA	https://issuu.com/repse rvices/docs/_2024_dumor_ catalog?fr=xKAE9_zU1NQ	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Anova	Site Furnishings	2%	NA	https://issuu.com/repser vices/docs/_2020_anova _catalog?fr=sYzhjNjQ1MTc3MQ	Physical List
Rep Services, Inc.	2by2 Industries, LLC	Playground Timbers, Ramps, Stakes	2%	NA	https://issuu.com/repser vices/docs/_2024_product _catalog?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	iMulch, Inc	Engineered Wood Fiber	2%	NA	NA	Physical List
Rep Services, Inc.	No Fault Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/_nfs_catalog-2022	Physical List
Rep Services, Inc.	Tot Turf Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/_robertsonrecr eationalsurfaces_catalog	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	ForeverLawn	Snythetic Turf Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/foreverlawn? e=1884579/4320678	Physical List
Rep Services, Inc.	Safe4Play	Snythetic Turf Surfacing Products	2%	NA	NA	Physical List

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Johnny Pitts Construction, Inc.
 Address: 4124 Pace Ln, Milton, FL 32571
 Phone Number: 850-232-1615
 Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.
 Address: 9951 Equus Circle, Boyton Beach, FL 33472
 Phone Number: 561-289-7658
 Contact Name: Donald West

Business Name: Al Bosgraaf & Sons, Inc.
 Address: 240 Rebel Run, Osteen, fL 32764
 Phone Number: 407-402-8497
 Contact Name: Gerald Bosgraaf

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)



E-mail POs and contracts to:
contracts@repervices.com

CGC1508223 FEIN 59-2978507 Page 1 of 2

Please mail checks to:
 Rep Services, Inc.
 165 W. Jessup Ave.
 Longwood, FL 32750-4146

Proposed To: Town of Jupiter 210 Military Trail Jupiter, FL 33458	Ship To: TBD at a later date	Bill To: Town of Jupiter 210 Military Trail Jupiter, FL 33458
Attn: Mike Hoffmann	Attn:	Attn: Mike Hoffmann

Project No: 21214	Project Name: Town of Jupiter- Indian Creek Park	Project Contact: Mike Hoffmann
Proposal No: 21214.07	Proposal Name: Indian Creek Park Add. Install & DuMor	Project Location: 1795 Indian Creek Pkwy Jupiter, FL 33458 Project County: Palm Beach
Proposal Date: 5/7/2025	Proposal Expires: 6/6/2025	
For Questions Contact: Val Vergara	☎ 407-853-3571	✉ val@repervices.com
Consultant: Paul Bravo	☎ 561-448-0369	✉ paul@repervices.com
	Opt/Rev: B/4	5/7/25 - VV

Vendor: DuMor	Proj Drawings: DUM	603576
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Class	Part No	Qty	Description	Unit Price	Ext Price
Benches	11 ARMREST	5 EA	Optional End/Center Armrest	127.00	635.00
	11-60PL	5 EA	6' Bench, Plastic Slats	1,050.00	5,250.00
Bike Racks	125-30	1 EA	2 1/2" Schedule 40 Bike Rack, 3 Peaks	692.00	692.00
Receptacles	41-32PL	4 EA	32-Gallon Receptacle, Recycled Plastic	997.00	3,988.00
Product Subtotal:					\$10,565.00
Discount per the Clay County Contract #2023/2024-284				2%	(\$211.30)
Discounted Product Total:					\$10,353.70
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 1,779 lbs Freight Charge					\$2,916.00
DuMor Total:					\$13,269.70

Installation By RSI Installer: The scope includes the following, as required:	603577
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Item	Qty	Description
INS-CON	1 LT	Install concrete: • Sidewalk with bench pad • Walkway to existing pavilion
OTHER	1 LT	Supply and install 12" Sub-base for concrete work per construction drawings
INS-DUM	1 LT	Equipment Installation - DuMor • 4 Receptacles • 5 Benches • 1 Bike Rack
OTHER	1 LT	Supply and install 560LF of temporary construction fence
OTHER	1 LT	Supply and installation of (1) double gate
		RSI Installer Total:
		\$55,567.26

Vendor: Surety	Proj Drawings: Forms	603578
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Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	BOND	1 EA	Payment and Performance Bonds	2,125.00	2,125.00
Surety Total:					\$2,125.00

General Terms of Sale and Proposal Summary

Net 30	Product:	\$12,478.70
	Installation:	\$55,567.26
	Freight:	\$2,916.00
	Proposal Total:	\$70,961.96

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on DuMor product. The maximum price for installation is 100% of the product price. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:

This proposal is for the additional concrete work and site furnishing at Indian Creek Park. Tree protection and erosion control is included.

Proposal No: 21214.07**Project Name:** Town of Jupiter- Indian Creek Park**Proposal Date:** 5/7/2025

Page 2 of 2

If an owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

DuMor Site Furnishings:

Color Selection: to be made at time of color submittal approval.

Support Option: to be made at time of support submittal approval.

NOTES: Please be aware of the following

- Some products require assembly.
- Shipments are via Semi Trailer If you require a lift gate and pallet jack delivery, additional fees will be assessed.

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing
- Silt fencing

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of Town of Jupiter noted and has the requisite authority to bind Town of Jupiter and/or principal.

Accepted By:

Town of Jupiter

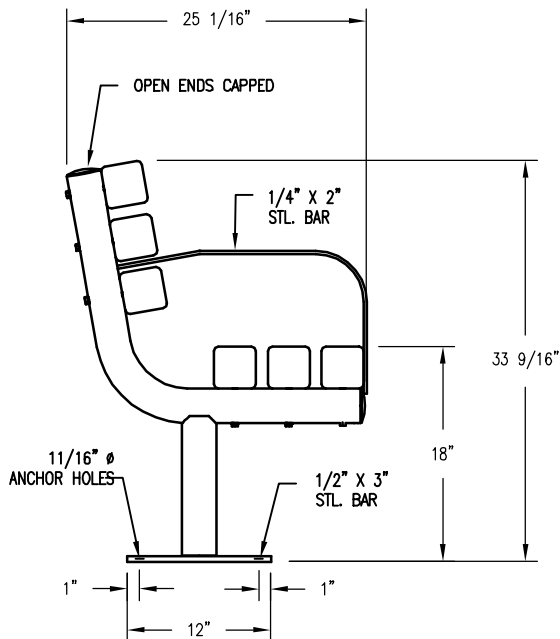
Company Name

Authorized By

Printed Name

Date

As Its: _____ (Title)



☐ S-2 SURFACE MOUNT

LENGTH OPTIONS

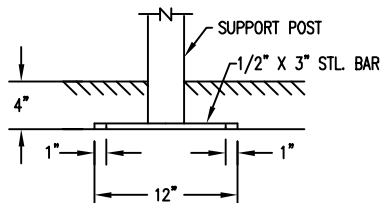
- ☐ 6' BENCH
- ☐ 8' BENCH

SLAT OPTIONS

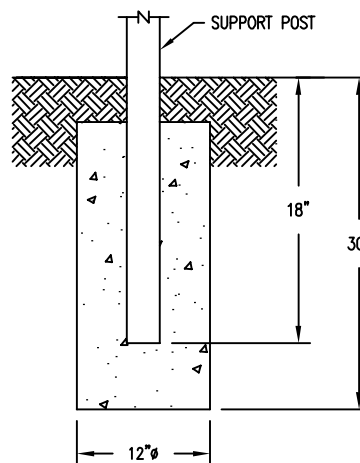
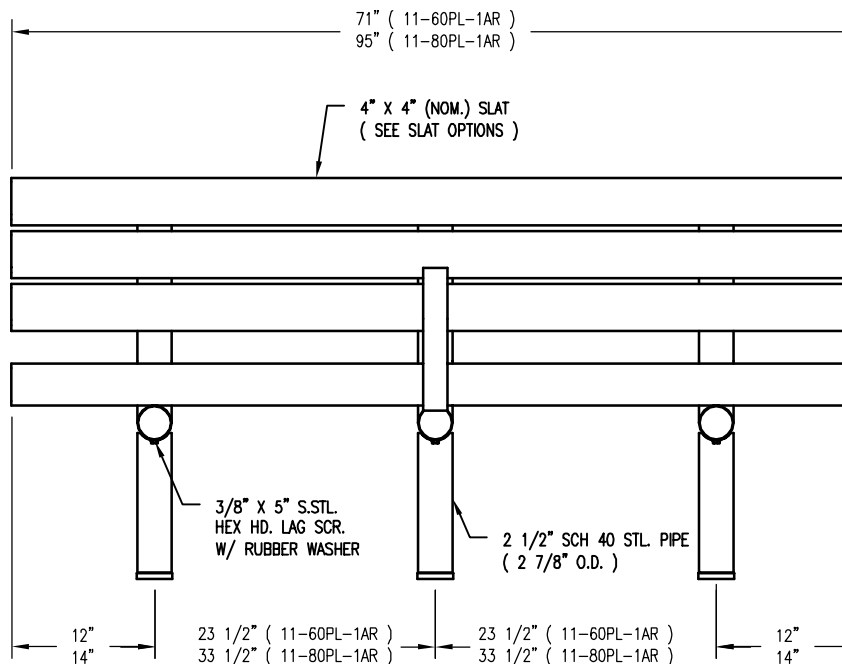
- ☐ 'CEDAR' RECYCLED PLASTIC
- ☐ 'GREY' RECYCLED PLASTIC
- ☐ 'REDWOOD' RECYCLED PLASTIC
- ☐ 'WALNUT' RECYCLED PLASTIC
- ☐ OTHER _____

NOTES

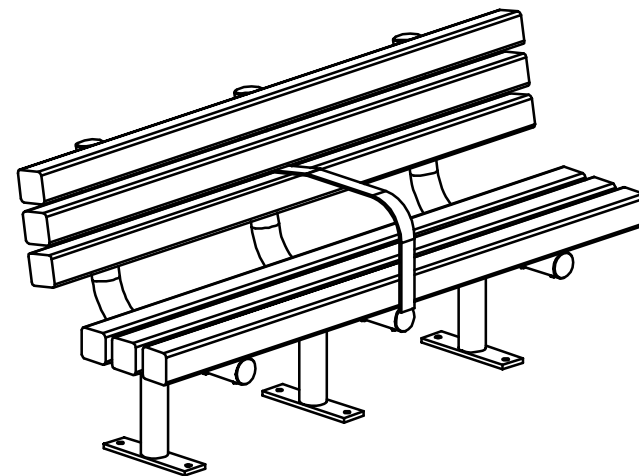
- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2 AND S-4 OPTIONS.



☐ S-4 SUB FLOOR



☐ S-1 EMBEDMENT



BENCH

DATE DRAWN : 01/31/11
DRAWN BY : HMD
DATE REV. : 06/06/12
REV. BY : ESS

REV.
B

DRAWING
NUMBER

11 SERPL-1AR

SHEET
1 OF 2

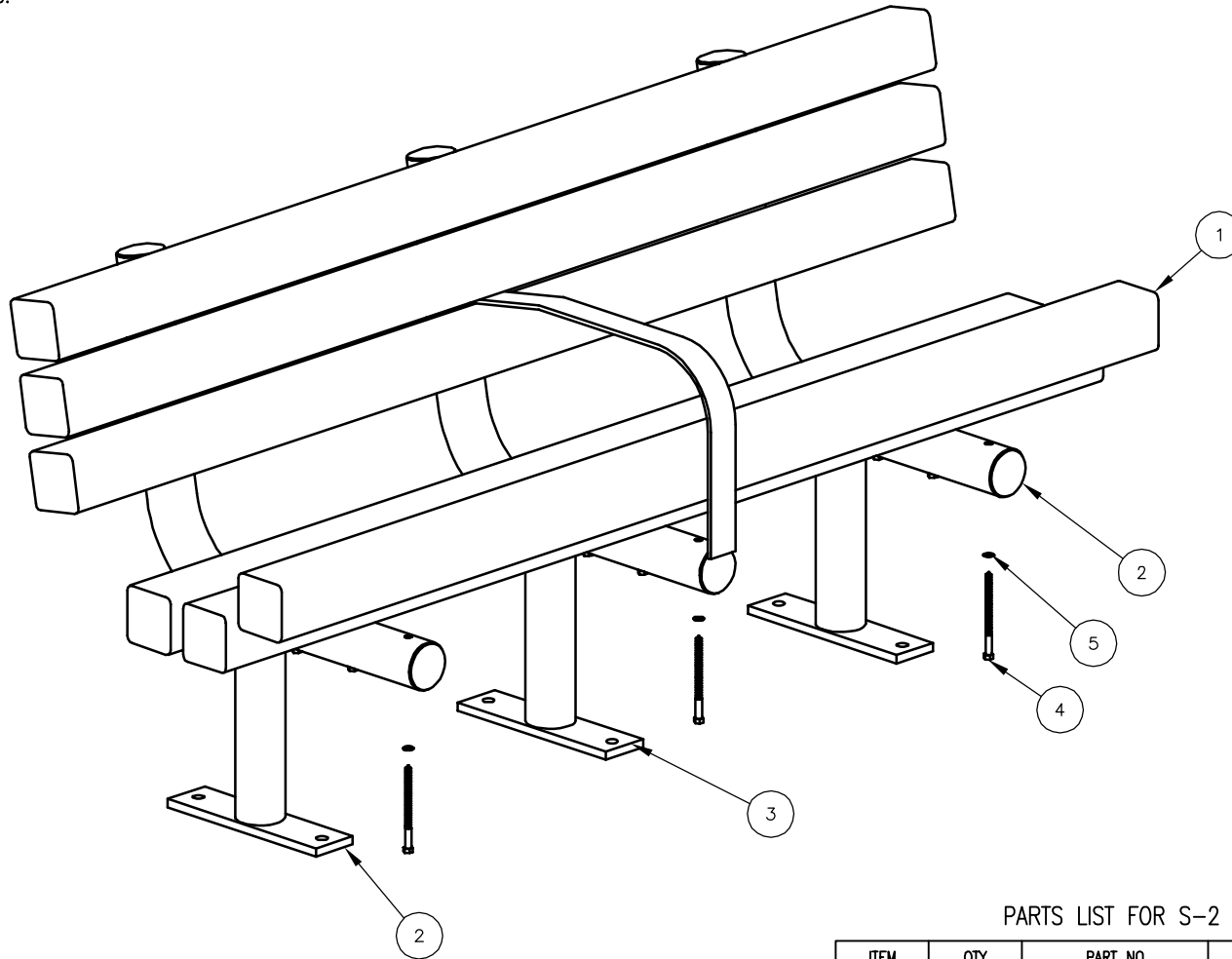
NOTES:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
9/16" WRENCH
1/2" MASONRY DRILL BIT
DRILL

- ① ATTACH SLATS TO SUPPORTS.

**KITS PROVIDED FOR S-2**

ITEM	QTY	PART NO	DESCRIPTION
6	2	K-ANC0860-3	1/2" X 3 3/4" SS ANCHOR KIT (3PCS)
7	1	K-HL0680-18RUB	3/8" LAG HARDWARE KIT (18PC)

PARTS LIST FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
1	6	0-11-60PL-02	4" X 4" X 71" SLAT, PLASTIC
2	2	0-56-00-02/S-2	SUPPORT POST FOR SURFACE MOUNT
3	1	0-56-00AR-02/S2	SUPPORT POST W/ ARMREST FOR SURFACE MOUNT
4	18	1-13-019	3/8" X 5" SS HEX HD LAG SCR
5	18	1-22-018	3/8" ID X 5/8" OD RUBBER WASHER

DuMor, inc.

**ASSEMBLY
INSTRUCTIONS**

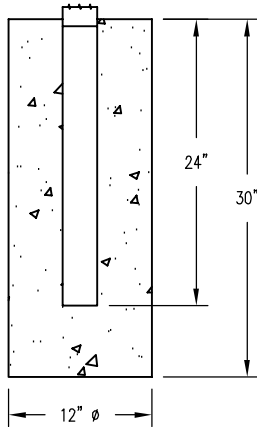
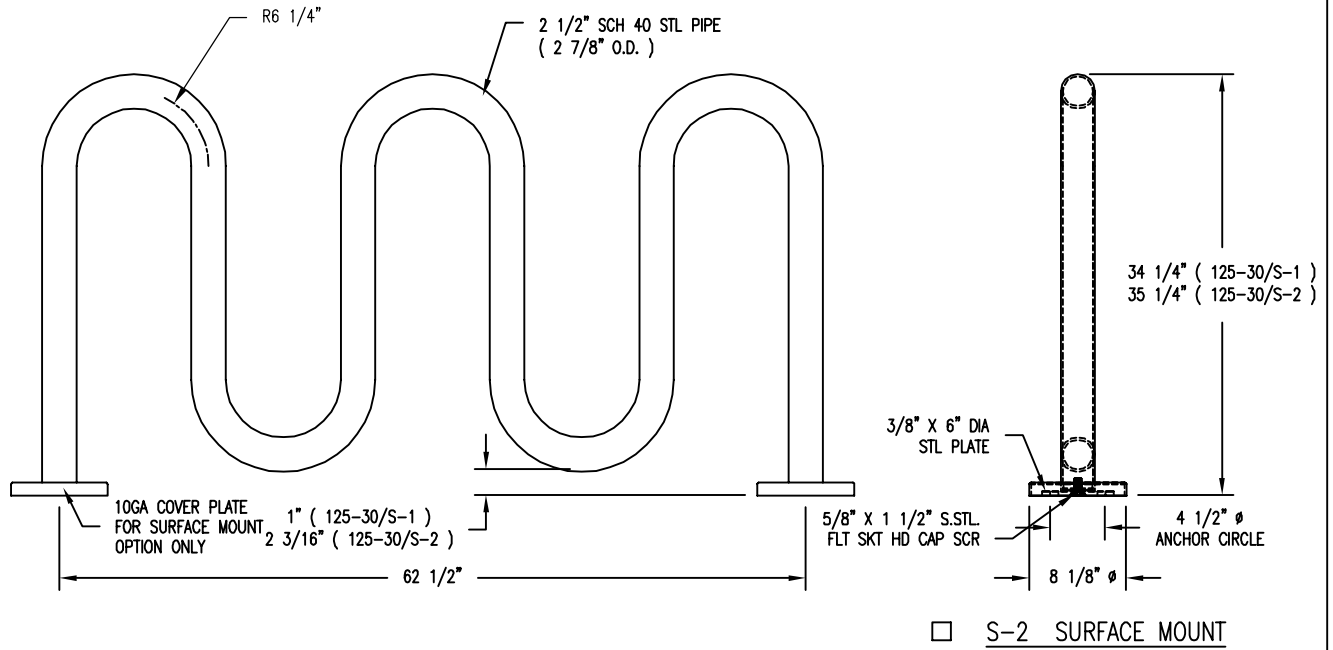
DATE DRAWN : 01/31/11
DRAWN BY : HMD
DATE REV. : 06/06/12
REV. BY : ESS

REV.
B

DRAWING
NUMBER

11 SERPL-1AR

SHEET
2 OF 2



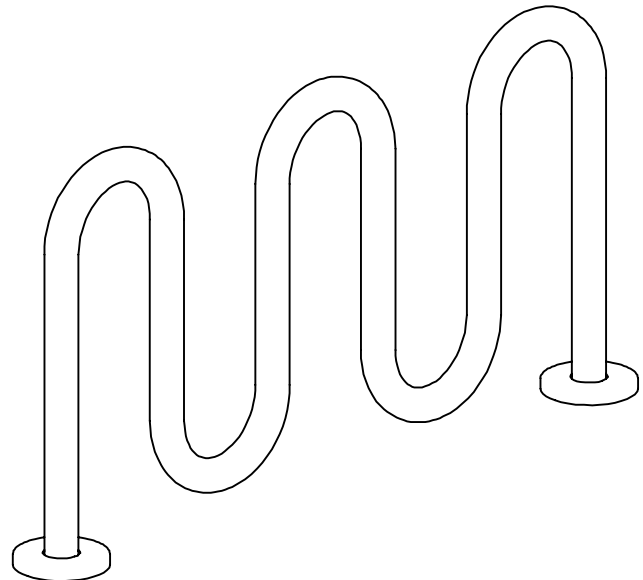
☐ S-1 EMBEDMENT

FINISH OPTIONS

- ☐ HOT DIPPED GALVANIZED (VISIBLE VENT HOLES)
- ☐ COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

NOTES:

- 1.) $1 \frac{1}{2}" \times 3 \frac{3}{4}"$ EXPANSION ANCHOR BOLTS PROVIDED FOR S-2 OPTION.
- 2.) PLUGS PROVIDED FOR VISIBLE VENT HOLES. (HOT DIPPED GALV. ONLY)



BIKE RACK

DATE DRAWN : 02/12/99
 DRAWN BY : CDC
 DATE REV. : 02/24/12
 REV. BY : ESS

REV.
F

DRAWING
NUMBER

125-30

SHEET
1 OF 2

PARTS LIST FOR S-2

NOTES:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

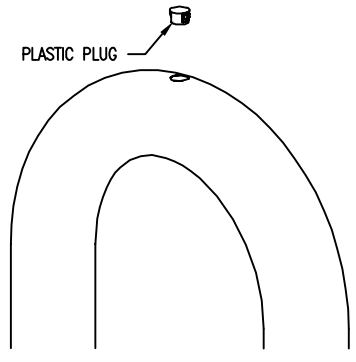
3/4" WRENCH
3/8" ALLEN WRENCH
1/2" MASONRY DRILL BIT
DRILL

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-125-04	10 GA X 8" DIA STL COVER W/ 3 1/8" DIA HOLE
2	1	0-125-30/S-2	3-PEAK LOOP BIKE RACK
3	2	0-83-00-03	3/8" THK SURFACE MOUNT PLATE
4	2	1-12-102	5/8" X 1 1/2" SS FLT SKT HD CAP SCR

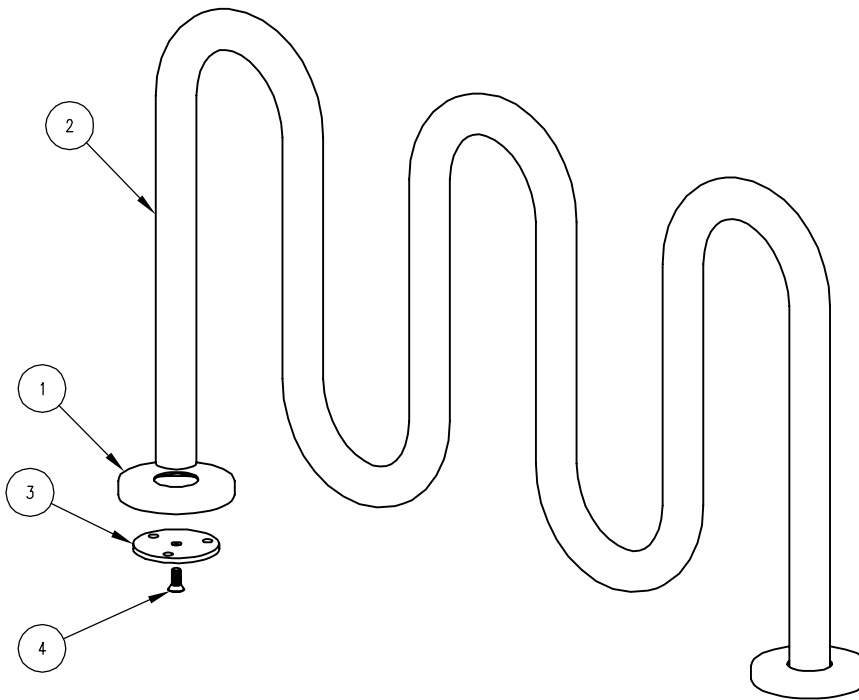
KITS PROVIDED FOR S-2

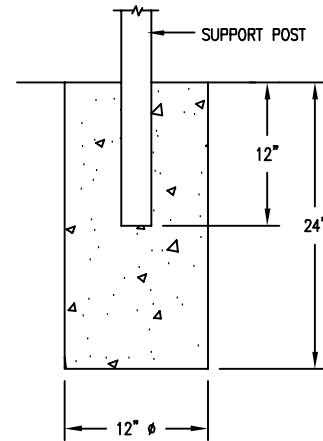
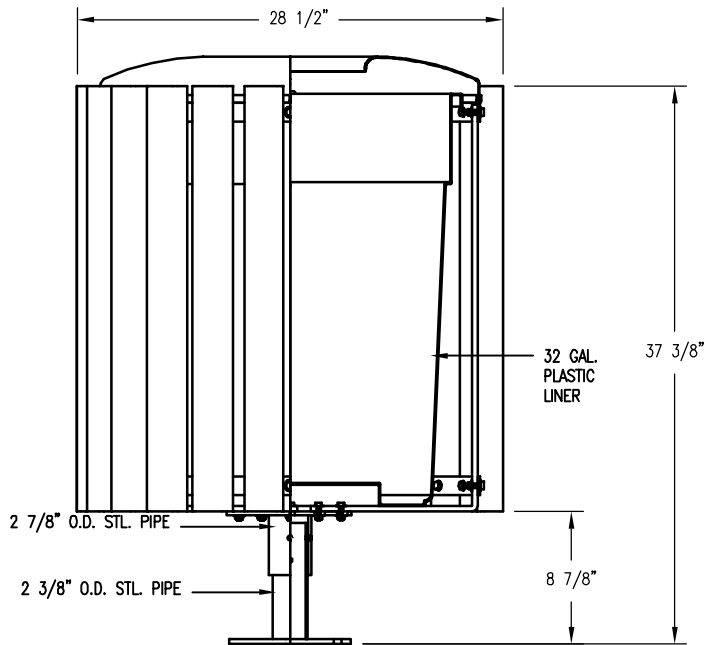
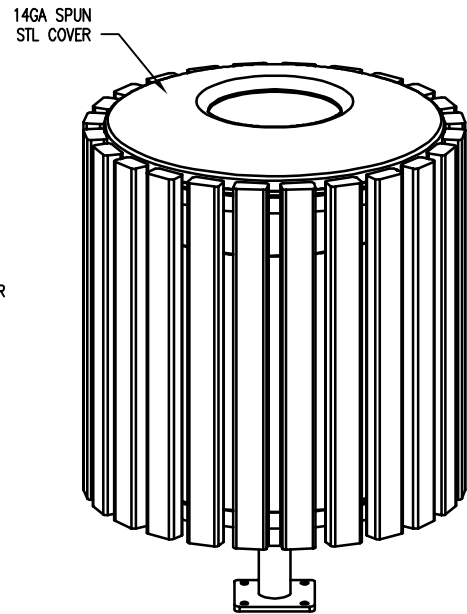
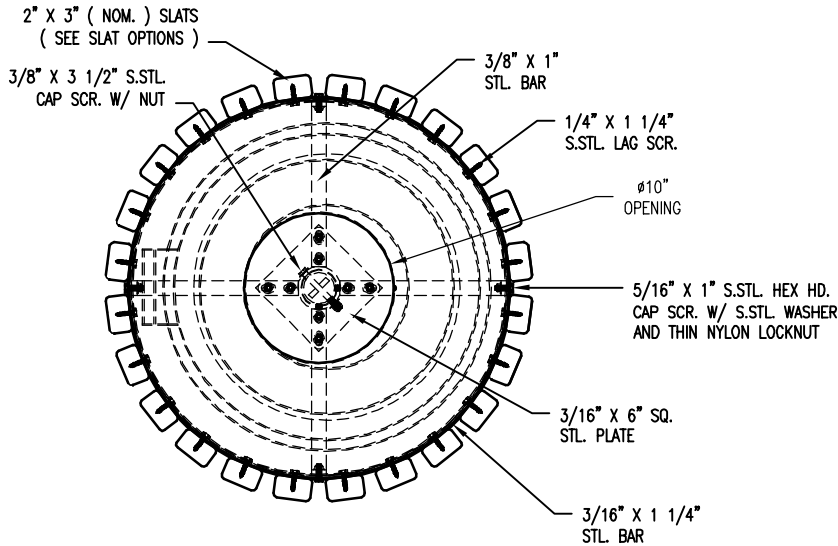
ITEM	QTY	PART NO	DESCRIPTION
5	2	K-ANC0860-3	1/2" X 3 3/4" SS ANCHOR KIT (3PCS)
6	1	K-FC1024-2	5/8" CAP HARDWARE KIT (2PC)

- ① SLIDE COVER OVER BIKE LOOP, ATTACH SURFACE MOUNT PLATE.

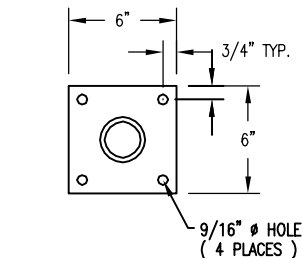


HOT-DIPPED GALV. BIKE RACK ONLY





☐ S-1 EMBEDMENT



☐ S-2 SURFACE

SLAT OPTIONS

- ☐ "CEDAR" RECYCLED PLASTIC
- ☐ "GREY" RECYCLED PLASTIC
- ☐ "REDWOOD" RECYCLED PLASTIC
- ☐ "WALNUT" RECYCLED PLASTIC
- ☐ OTHER _____

NOTES

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ BLACK POLYESTER POWDER COATING
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2.

NOTES:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
 9/16" WRENCH
 1/2" WRENCH
 7/16" WRENCH
 1/4" ALLEN WRENCH
 PLIERS (FOR ATTACHING COVER)
 1/2" MASONRY DRILL BIT
 DRILL

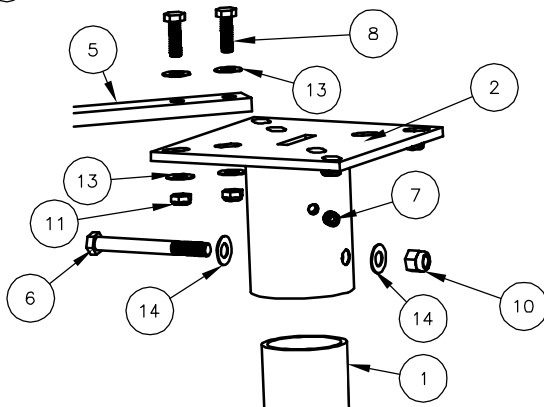
PARTS LIST FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
1	1	0-41-00-03/S-2	SUPPORT FOR SURFACE MOUNT
2	1	0-41-00-04	CENTER BRACKET
3	2	0-41-30-01	HOOP FOR 30 GAL
4	24	0-41-30PL-06	2" X 3" X 28 1/2" SLAT, PLASTIC
5	4	0-41-30-07	"L" SUPPORT FOR 30 GAL
6	1	1-12-034	3/8" X 3 1/2" SS HEX HD CAP SCR
7	2	1-12-054	3/8" X 3/8" SS SKT SET SCR
8	16	1-12-061	5/16" X 1" SS HEX HD CAP SCR
9	48	1-13-004	1/4" X 1 1/4" SS HEX HD LAG SCR
10	1	1-20-007	3/8" SS NYLON LOCKNUT
11	16	1-20-020	5/16" SS THIN NYLON LOCKNUT
12	48	1-22-006	1/4" SS FLAT WASHER
13	32	1-22-017	5/16" SS FLAT WASHER
14	2	1-22-024	3/8" SS FLAT WASHER
15	1	49-32	32 GAL PL LINER W/ HANDLE, BLK

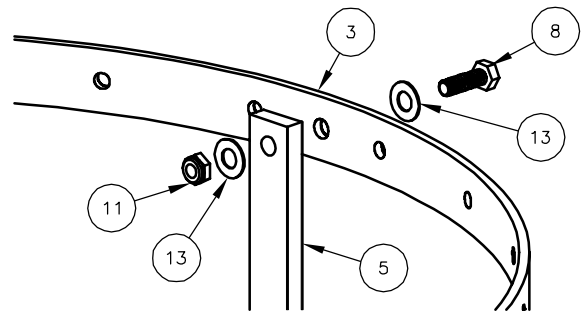
KITS PROVIDED FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
16	1	K-41	41 SER HARDWARE KIT
17	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)

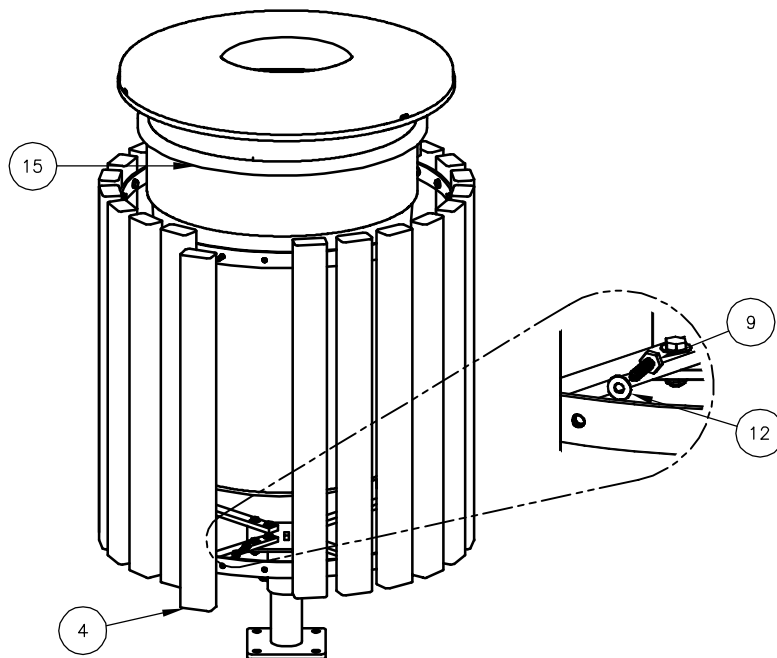
- ① ATTACH SUPPORT, CENTER BRACKET & "L" SUPPORT STRAPS TOGETHER.



- ② ATTACH HOOPS TO STEP 1.



- ③ ATTACH SLATS TO STEP 2.





E-mail POs and contracts to:
contracts@repsservices.com

CGC1508223 FEIN 59-2978507 Page 1 of 2

Please mail checks to:
 Rep Services, Inc.
 165 W. Jessup Ave.
 Longwood, FL 32750-4146

Proposed To: Town of Jupiter 210 Military Trail Jupiter, FL 33458	Ship To: TBD at a later date	Bill To: Town of Jupiter 210 Military Trail Jupiter, FL 33458
Attn: Mike Hoffmann	Attn:	Attn: Mike Hoffmann

Project No: 21219	Project Name: Town of Jupiter - Jupiter Community Par	Project Contact: Mike Hoffmann
Proposal No: 21219.10	Proposal Name: Jupiter Community Park Add. Install &	Project Location: 1201 Island Way Jupiter, FL 33458-3890 Project County: Palm Beach
Proposal Date: 5/7/2025	Proposal Expires: 6/6/2025	
For Questions Contact: Val Vergara	☎ 407-853-3571	✉ val@repsservices.com
Consultant: Paul Bravo	☎ 561-448-0369	✉ paul@repsservices.com
		Opt/Rev: B/5 5/7/25 - VV

Vendor: DuMor	Proj Drawings: DUM	603582
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Class	Part No	Qty	Description	Unit Price	Ext Price
Benches	11 ARMREST	4 EA	Optional End/Center Armrest	127.00	508.00
	11-60PL	4 EA	6' Bench, Plastic Slats	1,050.00	4,200.00
Bike Racks	125-30	1 EA	2 1/2" Schedule 40 Bike Rack, 3 Peaks	692.00	692.00
Receptacles	41-32PL	2 EA	32-Gallon Receptacle, Recycled Plastic	997.00	1,994.00
Product Subtotal:					\$7,394.00
Discount per the Clay County Contract #2023/2024-284				2%	(\$147.88)
Discounted Product Total:					\$7,246.12
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 1,306 lbs Freight Charge					\$1,280.00
DuMor Total:					\$8,526.12

Installation By RSI Installer: The scope includes the following, as required:	603583
--	--------

Item	Qty	Description
INS-CON	1 LT	Install concrete: • Bike pad with receptacle-225 SF • Walkway to pavilion
OTHER	1 EA	Supply and install 12" sub-base for concrete work per construction drawings
INS-DUM	1 LT	Equipment Installation - DuMor: • 2 Receptacles • 4 Benches • 1 Bike Rack
OTHER	1 EA	Supply and install 540 LF of temporary construction fence
OTHER	1 LT	Supply and installation of (1) double gate
		RSI Installer Total: \$59,411.03

Vendor: Surety	Proj Drawings: Forms	603584
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Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	BOND	1 EA	Payment and Performance Bonds	2,097.00	2,097.00
				Surety Total:	\$2,097.00

General Terms of Sale and Proposal Summary

Net 30

Product:	\$9,343.12
Installation:	\$59,411.03
Freight:	\$1,280.00
Proposal Total:	\$70,034.15

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on DuMor product. The maximum price for installation is 100% of the product price. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:

This proposal is for the additional concrete work and site furnishing at Jupiter Community Park. Tree protection and erosion control is included.

Proposal No: 21219.10

Project Name: Town of Jupiter - Jupiter Community Park

Proposal Date: 5/7/2025

Page 2 of 2

If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

DuMor Site Furnishings:

Color Selection: to be made at time of color submittal approval.

Support Option: to be made at time of support submittal approval.

NOTES: Please be aware of the following

- Some products require assembly.
- Shipments are via Semi Trailer If you require a lift gate and pallet jack delivery, additional fees will be assessed.

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER prior to installation*:

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing
- Silt fencing

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of Town of Jupiter noted and has the requisite authority to bind Town of Jupiter and/or principal.

Accepted By:

Town of Jupiter

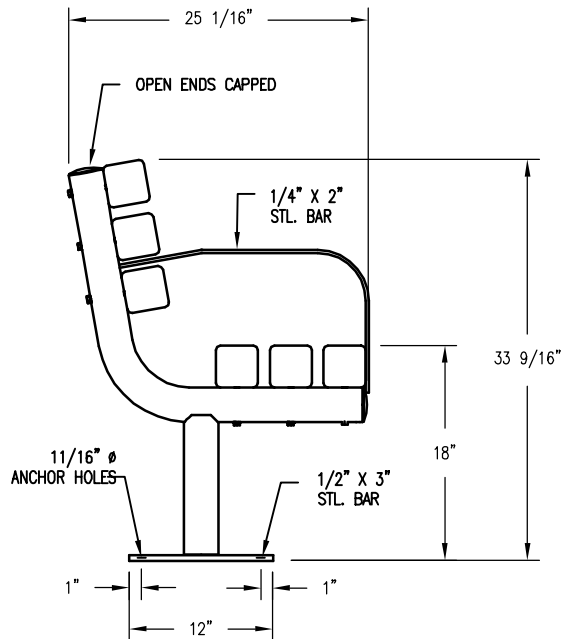
Company Name

Authorized By

Printed Name

Date

As Its: _____ (Title)



☐ S-2 SURFACE MOUNT

LENGTH OPTIONS

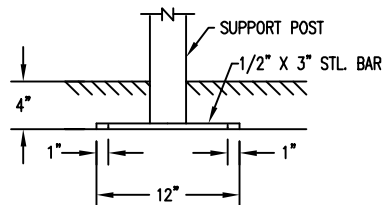
- ☐ 6' BENCH
☐ 8' BENCH

SLAT OPTIONS

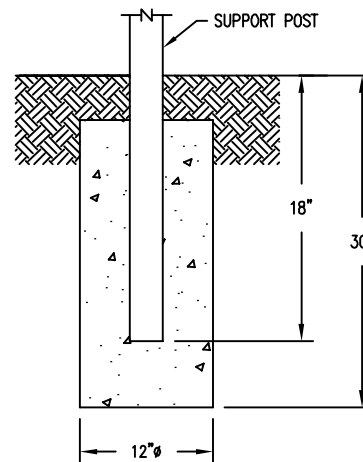
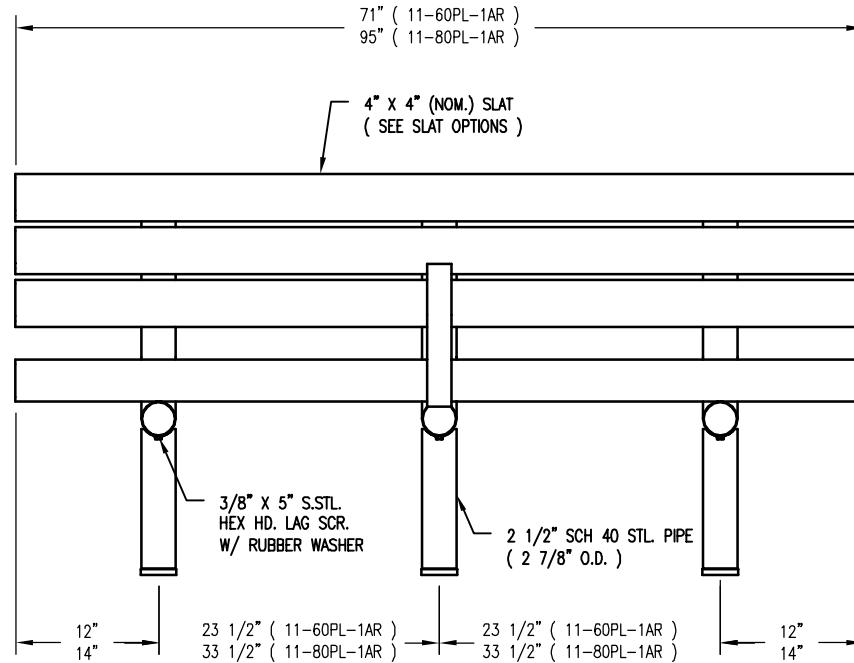
- ☐ 'CEDAR' RECYCLED PLASTIC
☐ 'GREY' RECYCLED PLASTIC
☐ 'REDWOOD' RECYCLED PLASTIC
☐ 'WALNUT' RECYCLED PLASTIC
☐ OTHER _____

NOTES

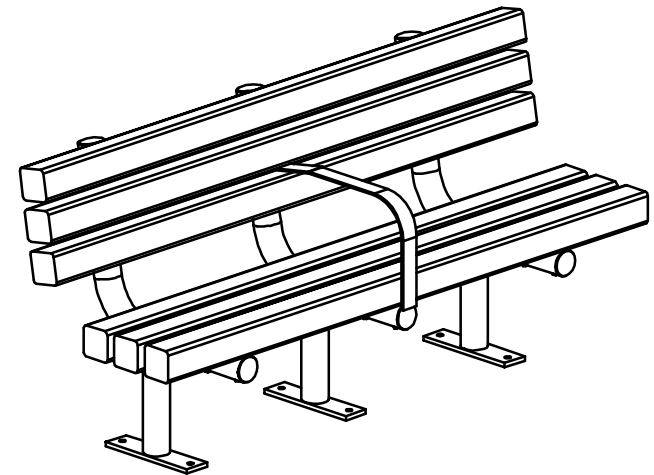
- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2 AND S-4 OPTIONS.



☐ S-4 SUB FLOOR



☐ S-1 EMBEDMENT



DuMor, inc.

BENCH

DATE DRAWN : 01/31/11
 DRAWN BY : HMD
 DATE REV. : 06/06/12
 REV. BY : ESS

REV.
 B

DRAWING
 NUMBER

11 SERPL-1AR

SHEET
 1 OF 2

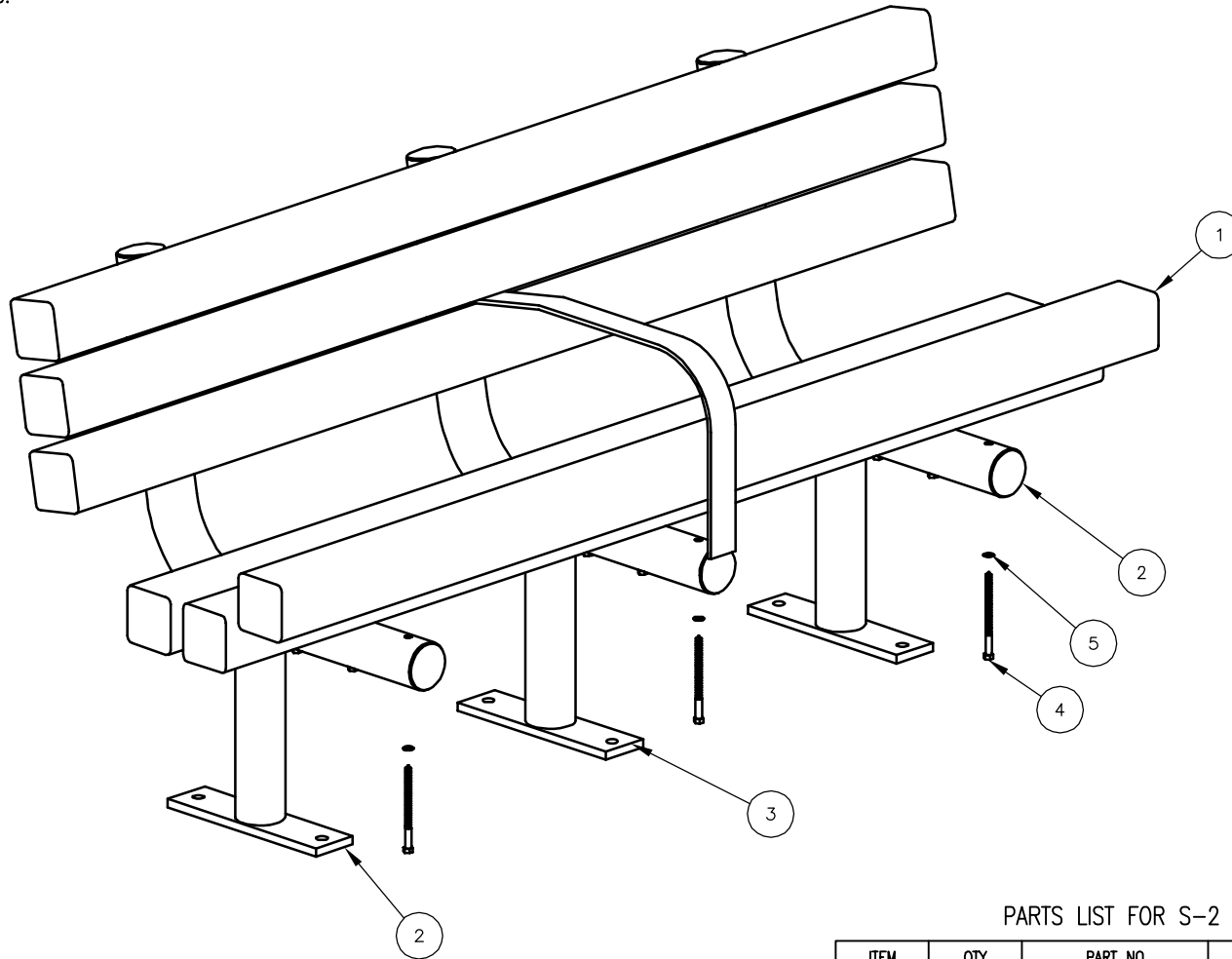
NOTES:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
9/16" WRENCH
1/2" MASONRY DRILL BIT
DRILL

- ① ATTACH SLATS TO SUPPORTS.

**KITS PROVIDED FOR S-2**

ITEM	QTY	PART NO	DESCRIPTION
6	2	K-ANC0860-3	1/2" X 3 3/4" SS ANCHOR KIT (3PCS)
7	1	K-HL0680-18RUB	3/8" LAG HARDWARE KIT (18PC)

PARTS LIST FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
1	6	0-11-60PL-02	4" X 4" X 71" SLAT, PLASTIC
2	2	0-56-00-02/S-2	SUPPORT POST FOR SURFACE MOUNT
3	1	0-56-00AR-02/S2	SUPPORT POST W/ ARMREST FOR SURFACE MOUNT
4	18	1-13-019	3/8" X 5" SS HEX HD LAG SCR
5	18	1-22-018	3/8" ID X 5/8" OD RUBBER WASHER

DuMor, inc.

**ASSEMBLY
INSTRUCTIONS**

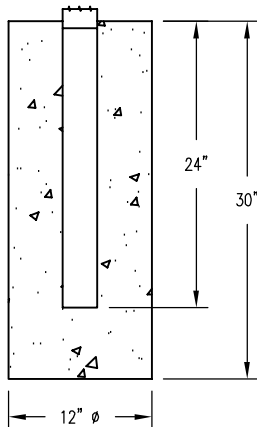
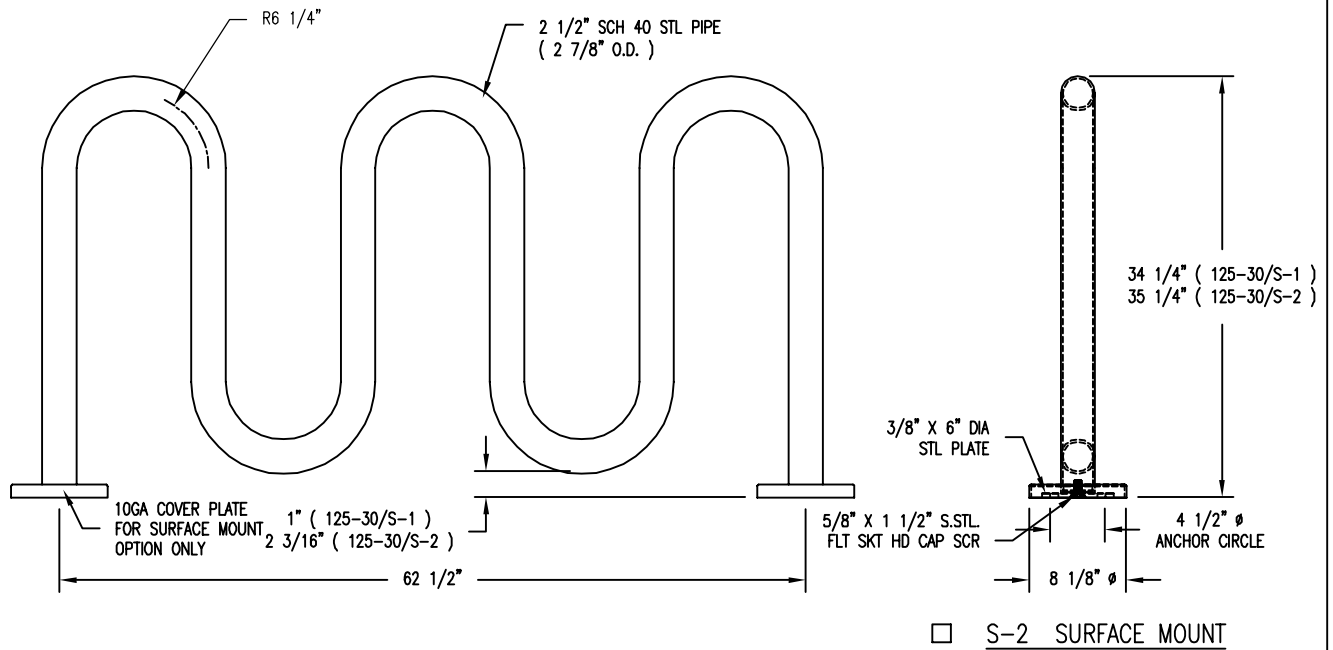
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DRAWN BY : HMD
DATE REV. : 06/06/12
REV. BY : ESS

REV.
B

DRAWING
NUMBER

11 SERPL-1AR

SHEET
2 OF 2



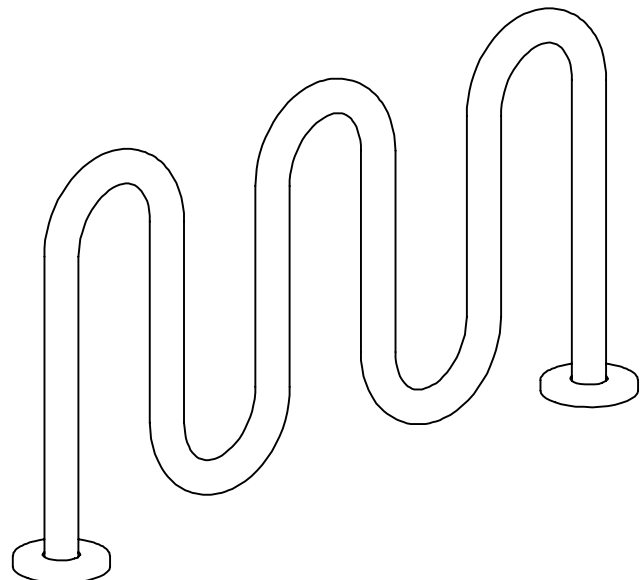
☐ S-1 EMBEDMENT

FINISH OPTIONS

- ☐ HOT DIPPED GALVANIZED (VISIBLE VENT HOLES)
- ☐ COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

NOTES:

- 1.) $1 \frac{1}{2}" \times 3 \frac{3}{4}"$ EXPANSION ANCHOR BOLTS PROVIDED FOR S-2 OPTION.
- 2.) PLUGS PROVIDED FOR VISIBLE VENT HOLES. (HOT DIPPED GALV. ONLY)



BIKE RACK

DATE DRAWN : 02/12/99
 DRAWN BY : CDC
 DATE REV. : 02/24/12
 REV. BY : ESS

REV.
F

DRAWING
NUMBER

125-30

SHEET
1 OF 2

NOTES:

1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.

2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.

3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.

4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH

3/8" ALLEN WRENCH

1/2" MASONRY DRILL BIT
DRILL

PARTS LIST FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-125-04	10 GA X 8" DIA STL COVER W/ 3 1/8" DIA HOLE
2	1	0-125-30/S-2	3-PEAK LOOP BIKE RACK
3	2	0-83-00-03	3/8" THK SURFACE MOUNT PLATE
4	2	1-12-102	5/8" X 1 1/2" SS FLT SKT HD CAP SCR

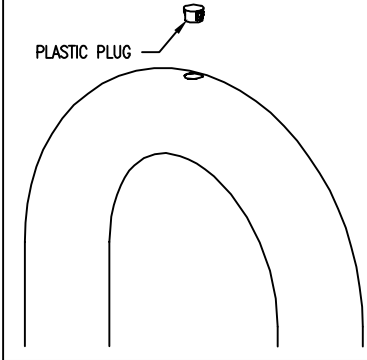
KITS PROVIDED FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
5	2	K-ANC0860-3	1/2" X 3 3/4" SS ANCHOR KIT (3PCS)
6	1	K-FC1024-2	5/8" CAP HARDWARE KIT (2PC)

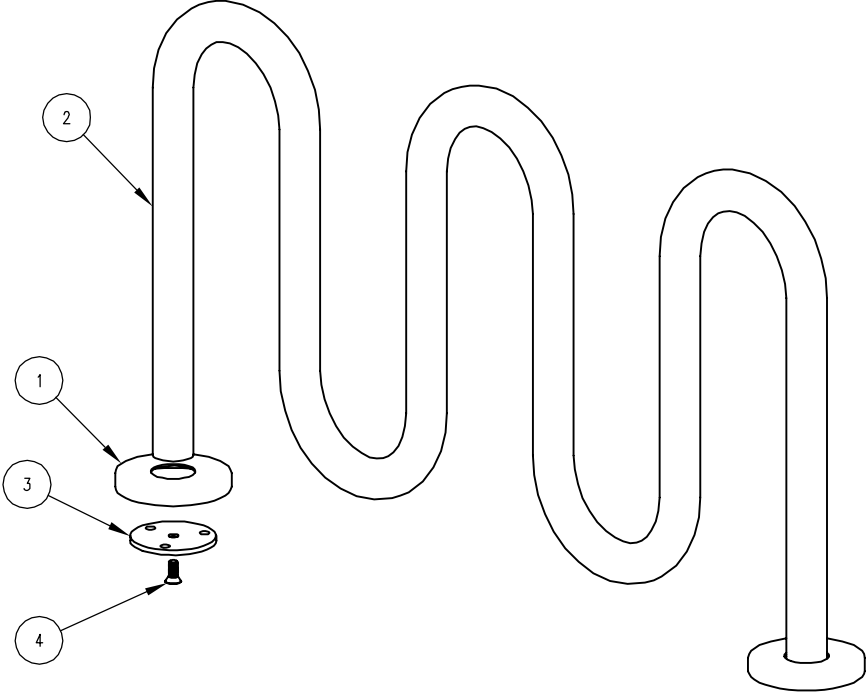
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SLIDE COVER OVER BIKE LOOP, ATTACH SURFACE MOUNT PLATE.

PLASTIC PLUG



HOT-DIPPED GALV. BIKE RACK ONLY





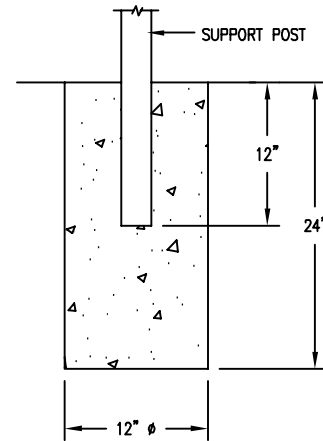
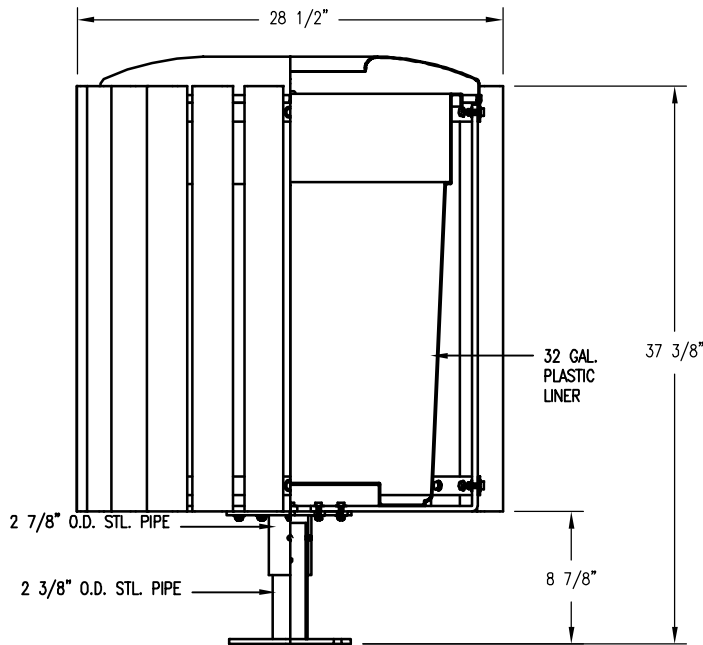
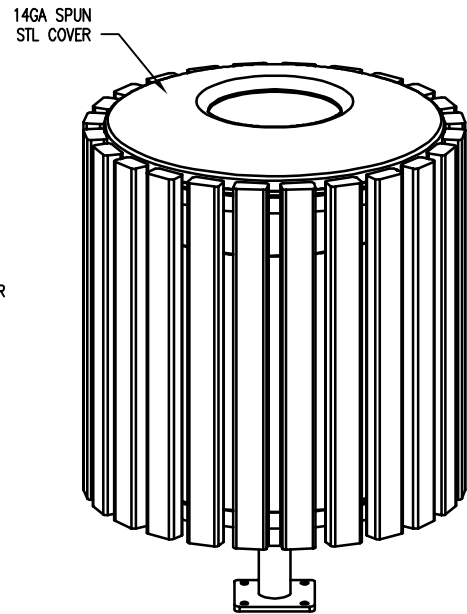
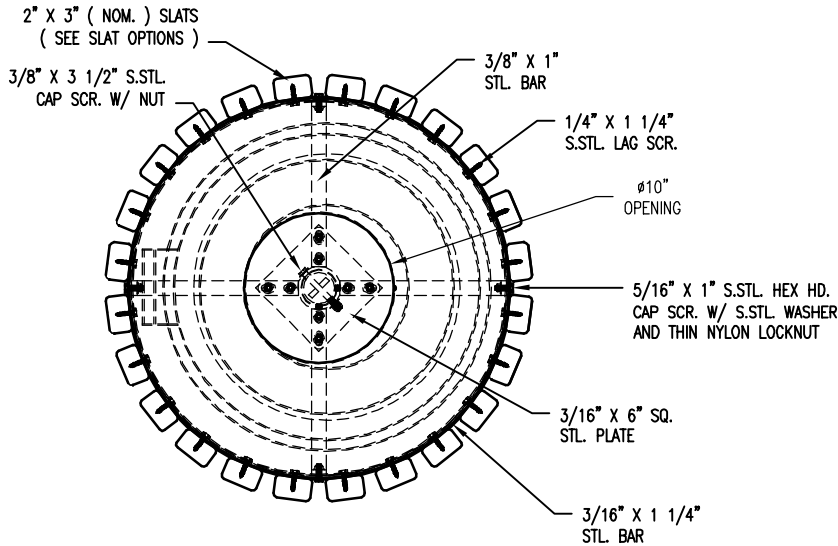
ASSEMBLY
INSTRUCTIONS

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DRAWN BY : CDC
DATE REV. : 02/24/12
REV. BY : ESS

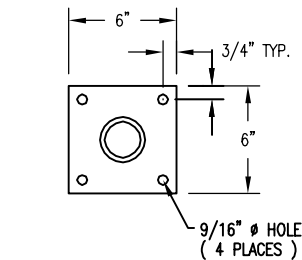
REV.
F

DRAWING
NUMBER
125-30

SHEET
2 OF 2



☐ S-1 EMBEDMENT



☐ S-2 SURFACE

SLAT OPTIONS

- ☐ "CEDAR" RECYCLED PLASTIC
- ☐ "GREY" RECYCLED PLASTIC
- ☐ "REDWOOD" RECYCLED PLASTIC
- ☐ "WALNUT" RECYCLED PLASTIC
- ☐ OTHER _____

NOTES

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ BLACK POLYESTER POWDER COATING
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2.

NOTES:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
 9/16" WRENCH
 1/2" WRENCH
 7/16" WRENCH
 1/4" ALLEN WRENCH
 PLIERS (FOR ATTACHING COVER)
 1/2" MASONRY DRILL BIT
 DRILL

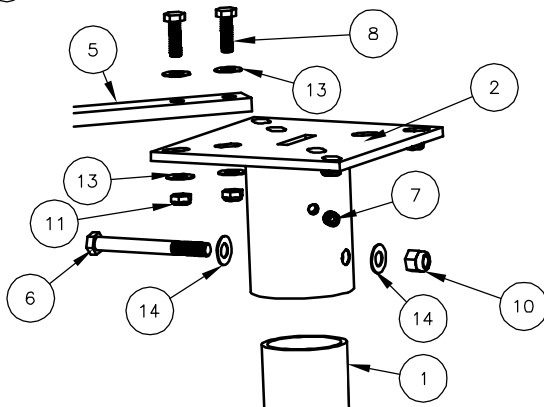
PARTS LIST FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
1	1	0-41-00-03/S-2	SUPPORT FOR SURFACE MOUNT
2	1	0-41-00-04	CENTER BRACKET
3	2	0-41-30-01	HOOP FOR 30 GAL
4	24	0-41-30PL-06	2" X 3" X 28 1/2" SLAT, PLASTIC
5	4	0-41-30-07	"L" SUPPORT FOR 30 GAL
6	1	1-12-034	3/8" X 3 1/2" SS HEX HD CAP SCR
7	2	1-12-054	3/8" X 3/8" SS SKT SET SCR
8	16	1-12-061	5/16" X 1" SS HEX HD CAP SCR
9	48	1-13-004	1/4" X 1 1/4" SS HEX HD LAG SCR
10	1	1-20-007	3/8" SS NYLON LOCKNUT
11	16	1-20-020	5/16" SS THIN NYLON LOCKNUT
12	48	1-22-006	1/4" SS FLAT WASHER
13	32	1-22-017	5/16" SS FLAT WASHER
14	2	1-22-024	3/8" SS FLAT WASHER
15	1	49-32	32 GAL PL LINER W/ HANDLE, BLK

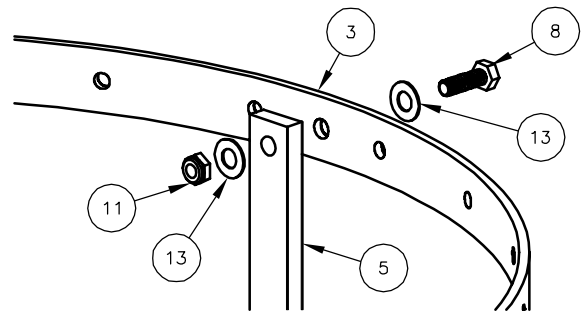
KITS PROVIDED FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
16	1	K-41	41 SER HARDWARE KIT
17	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)

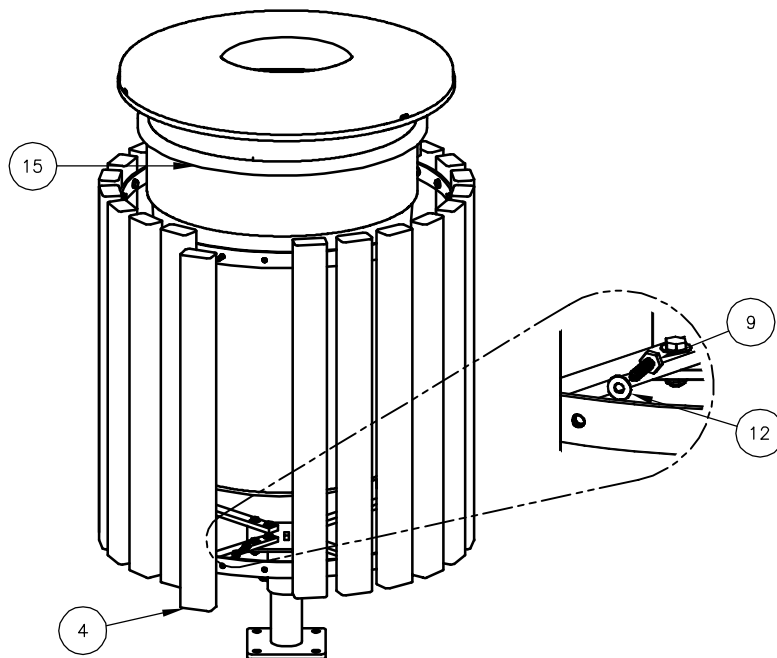
- ① ATTACH SUPPORT, CENTER BRACKET & "L" SUPPORT STRAPS TOGETHER.



- ② ATTACH HOOPS TO STEP 1.



- ③ ATTACH SLATS TO STEP 2.





E-mail POs and contracts to:
contracts@repervices.com

CGC1508223 FEIN 59-2978507 Page 1 of 2

Please mail checks to:

Rep Services, Inc.
 165 W. Jessup Ave.
 Longwood, FL 32750-4146

Proposed To: Town of Jupiter 210 Military Trail Jupiter, FL 33458	Ship To: TBD at a later date	Bill To: Town of Jupiter 210 Military Trail Jupiter, FL 33458
Attn: Mike Hoffmann	Attn:	Attn: Mike Hoffmann

Project No: 21219	Project Name: Town of Jupiter - Jupiter Community Par	Project Contact: Mike Hoffmann
Proposal No: 21219.07	Proposal Name: Jupiter Community Park Turf Alt Opt 1	Project Location: 1201 Island Way Jupiter, FL 33458-3890 Project County: Palm Beach
Proposal Date: 5/1/2025	Proposal Expires: 5/31/2025	
For Questions Contact: Val Vergara	☎ 407-853-3571	✉ val@repervices.com
Consultant: Paul Bravo	☎ 561-448-0369	✉ paul@repervices.com
	Opt/Rev: C/3	5/2/25 - VV

Vendor: RSI Surfacing Vendor	Proj Drawings: 21219-1-5 2025.1	603426
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Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	SYNTHETIC TURF	1 EA	1,335 SF Synthetic Turf; Artificial Green turf. Includes delivery, installation of sub-base, padding, turf and supplies.	22,146.71	22,146.71
Product Subtotal:					\$22,146.71
Discount per the Clay County Contract #2023/2024-284				2%	(\$442.93)
Discounted Product Total:					\$21,703.78
RSI Surfacing Vendor Total:					\$21,703.78

Installation By RSI Installer: The scope includes the following, as required:	603427
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Item	Qty	Description
INS-CON CURB	22 LF	Installation of concrete curbing
RSI Installer Total:		\$1,040.60

Vendor: Surety	Proj Drawings: forms	603431
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Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	BOND	1 EA	Payment and Performance Bonds	702.00	702.00
Surety Total:					\$702.00

General Terms of Sale and Proposal Summary

Net 30	Product:	\$22,405.78
	Installation:	\$1,040.60
	Proposal Total:	\$23,446.38

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on Safe4Play surfacing product. Installation is included in the price of the product. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:

Our offer is based upon additional turf and curbing as shown in RSI Design 21219-1-5 2025.1-2D. Landscape mulch under fencing is by others and not part of RSI's scope.

If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Safe4Play Shaw Play 50 Synthetic Turf:

- Rough grade to be established by others.
 - Product –Play 50 Grass and all associated and required items (such as seaming tape, glue, etc).
 - Installation – 100% plastic EPS nailer board perimeter, 4 inch compacted stone base, Brock Play Pad, and silica infill achieving a 7' CFH
- Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll
- Enrollment of Owner Controlled Insurance Plan

- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- NOTE: Installation scopes do not include fall height testing.

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of Town of Jupiter noted and has the requisite authority to bind Town of Jupiter and/or principal.

Accepted By:

Town of Jupiter

Company Name	Authorized By	Printed Name	Date
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As Its: _____ (Title)

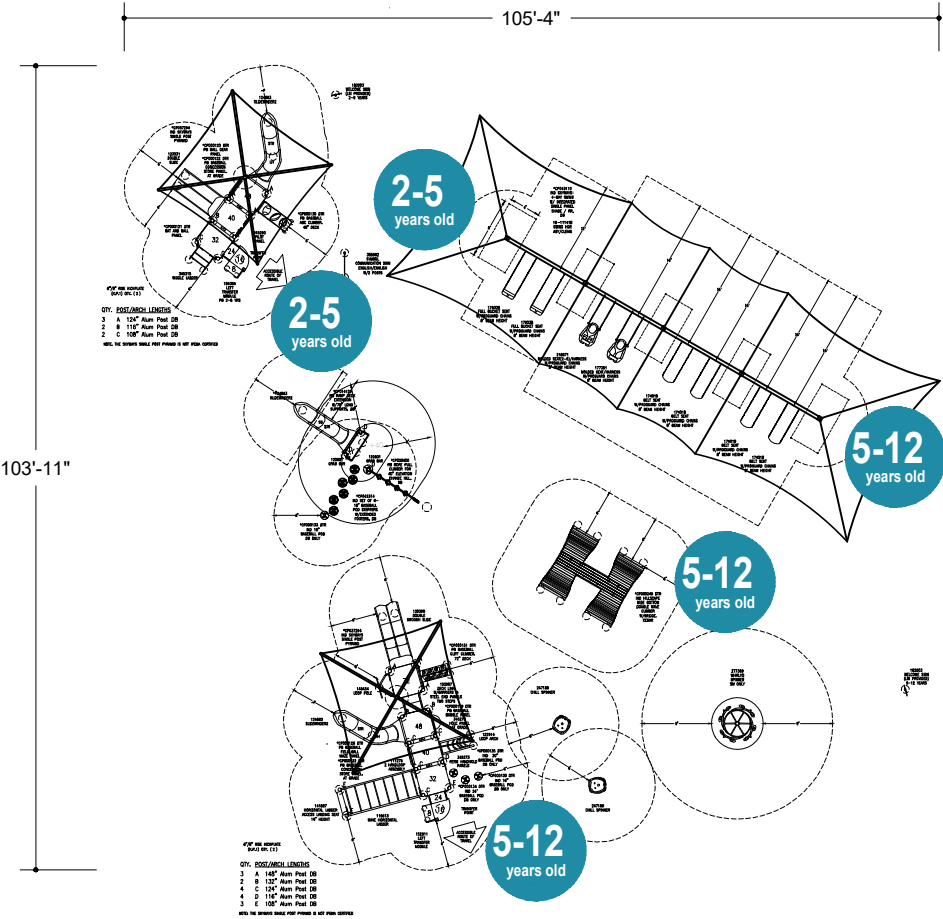
DRAWN BY: DNW		PG-1		
PLAY EQUIPMENT PLAN				
TOTAL AREA: 10,215 SF				
FALL HEIGHT: 8'				
BORDER: 525 LF CURB				
USER CAPACITY: 85				
SURFACING: 7,535 SF PGG				
2,680 SF EWF				
SUBGRADE ELEV.: -12" BFF				
ADA SCHEDULE	FBC 240.2.1.2	TOTAL PLAY ACTIVITIES 2-5: 15		
		TOTAL PLAY ACTIVITIES 5-12: 18		
		ACCESSIBLE ELEVATED ACTIVITIES	ACCESSIBLE GROUND-LEVEL ACTIVITIES	ACCESSIBLE GROUND-LEVEL PLAY TYPES
5-12 2-5	REQ	3	2	3
	PROV	6	9	3
5-12	REQ	4	3	7
	PROV	8	10	7

WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

⚠ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

⚠ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS



Jupiter Community Park

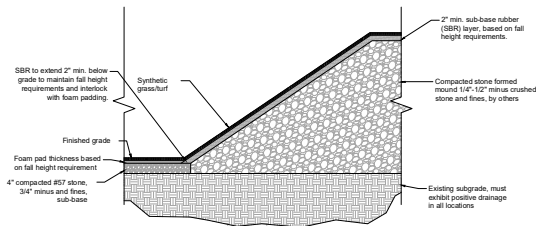
Jupiter, FL
PROJECT: 21219-1-5 2025.1
NOT FOR CONSTRUCTION



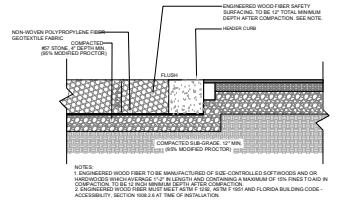
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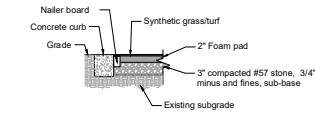
DRAWN BY: DNW	PG-4
	DETAILS
TOTAL AREA: 10,215 SF	
FALL HEIGHT: 8'	
BORDER: 525 LF CURB	
USER CAPACITY: 85	
SURFACING: 7,535 SF PGG	
2,680 SF EWF	
SUBGRADE ELEV.: -12" BFF	



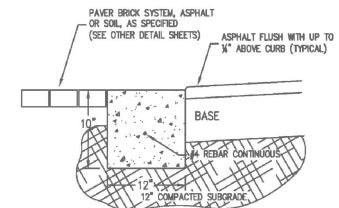
○ Synthetic grass/turf over 4' max.
Compacted stone mound, 4' fall height



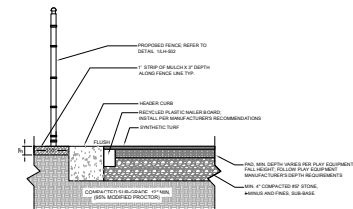
○ ENGINEERED WOOD FIBER (EWF) SAFETY SURFACE ADJACENT TO SYNTHETIC TURF



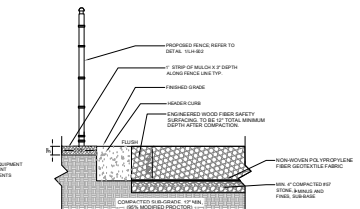
○ Synthetic grass/turf with Perimeter Concrete Curb, 6'-8' fall height



○ HEADER CURB DETAIL



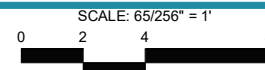
○ SYNTHETIC TURF SAFETY SURFACING ADJACENT TO HEADER CURB AND FENCE



○ EWF SAFETY SURFACING ADJACENT TO HEADER CURB AND FENCE

Jupiter Community Park

Jupiter, FL
PROJECT: 21219-1-5 2025.1
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces



W:\21219 Town of Jupiter - Jupiter Community Park\21219-1-5 2025.1 Surfacing Change\21219-1-5 2025.1.dwg, 5/1/2025 4:54:59 PM, kanaya



E-mail POs and contracts to:
contracts@repsservices.com

CGC1508223 FEIN 59-2978507 Page 1 of 2

Please mail checks to:
 Rep Services, Inc.
 165 W. Jessup Ave.
 Longwood, FL 32750-4146

Proposed To: Town of Jupiter 210 Military Trail Jupiter, FL 33458	Ship To: TBD at a later date	Bill To: Town of Jupiter 210 Military Trail Jupiter, FL 33458
Attn: Mike Hoffmann	Attn:	Attn: Mike Hoffmann

Project No: 21218	Project Name: Town of Jupiter - Maplewood Park	Project Contact: Mike Hoffmann
Proposal No: 21218.09	Proposal Name: Maplewood Park Add. Install & DuMor	Project Location: 1720 Toney Penna Dr Jupiter, FL 33458 Project County: Martin
Proposal Date: 5/7/2025	Proposal Expires: 6/6/2025	
For Questions Contact: Val Vergara	☎ 407-853-3571	✉ val@repsservices.com
Consultant: Paul Bravo	☎ 561-448-0369	✉ paul@repsservices.com
		Opt/Rev: B/4 5/7/25 - VV

Vendor: DuMor	Proj Drawings: DUM	603579
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Class	Part No	Qty	Description	Unit Price	Ext Price
Benches	11 ARMREST	4 EA	Optional End/Center Armrest	127.00	508.00
	11-60PL	4 EA	6' Bench, Plastic Slats	1,050.00	4,200.00
Bike Racks	125-30	1 EA	2 1/2" Schedule 40 Bike Rack, 3 Peaks	692.00	692.00
Receptacles	41-32PL	1 EA	32-Gallon Receptacle, Recycled Plastic	997.00	997.00
Product Subtotal:					\$6,397.00
Discount per the Clay County Contract #2023/2024-284				2%	(\$127.94)
Discounted Product Total:					\$6,269.06
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 1,186 lbs Freight Charge					\$1,060.00
DuMor Total:					\$7,329.06

Installation By RSI Installer: The scope includes the following, as required:	603580
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Item	Qty	Description
INS-CON	1 LT	Install concrete: • Sidewalk • Bike Rack concrete pad
OTHER	1 EA	Supply and install 12" of sub-base for concrete work per construction drawings
INS-DUM	1 LT	Equipment Installation - DuMor • 1 Receptacle • 4 Benches • 1 Bike Rack
OTHER	1 EA	Supply and install 400LF of temporary construction fence
OTHER	1 LT	Supply and installation of (1) double gate
		RSI Installer Total: \$29,409.72

Vendor: Surety	Proj Drawings:	603581
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Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	BOND	1 EA	Payment and Performance Bonds	1,134.00	1,134.00
				Surety Total:	\$1,134.00

General Terms of Sale and Proposal Summary

Net 30	Product:	\$7,403.06
	Installation:	\$29,409.72
	Freight:	\$1,060.00
	Proposal Total:	\$37,872.78

Notes

The Clay County Contract #2023/2024-284 provides a 2% discount on DuMor product. The maximum price for installation is 100% of the product price. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:

This proposal is for the additional concrete work and site furnishing at Maplewood Park. Tree protection and erosion control is included.

Proposal No: 21218.09**Project Name:** Town of Jupiter - Maplewood Park**Proposal Date:** 5/7/2025

Page 2 of 2

If an owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

DuMor Site Furnishings:

Color Selection: to be made at time of color submittal approval.

Support Option: to be made at time of support submittal approval.

NOTES: Please be aware of the following

- Some products require assembly.
- Shipments are via Semi Trailer If you require a lift gate and pallet jack delivery, additional fees will be assessed.

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER prior to installation:*

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing
- Silt fencing

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of Town of Jupiter noted and has the requisite authority to bind Town of Jupiter and/or principal.

Accepted By:

Town of Jupiter

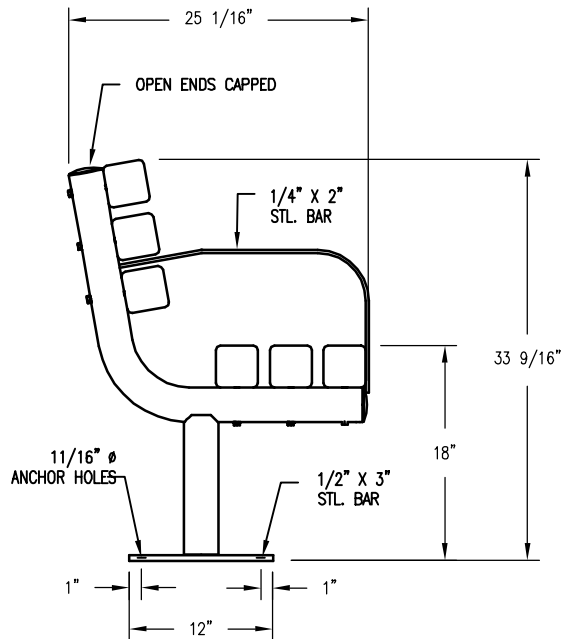
Company Name

Authorized By

Printed Name

Date

As Its: _____ (Title)



☐ S-2 SURFACE MOUNT

LENGTH OPTIONS

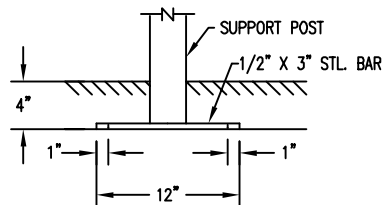
- ☐ 6' BENCH
☐ 8' BENCH

SLAT OPTIONS

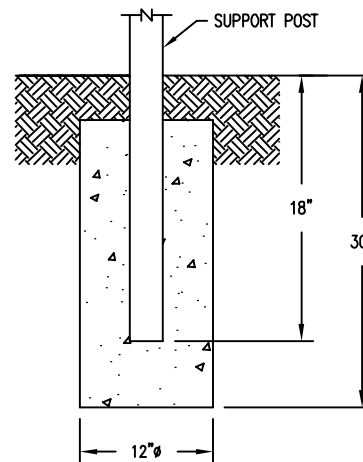
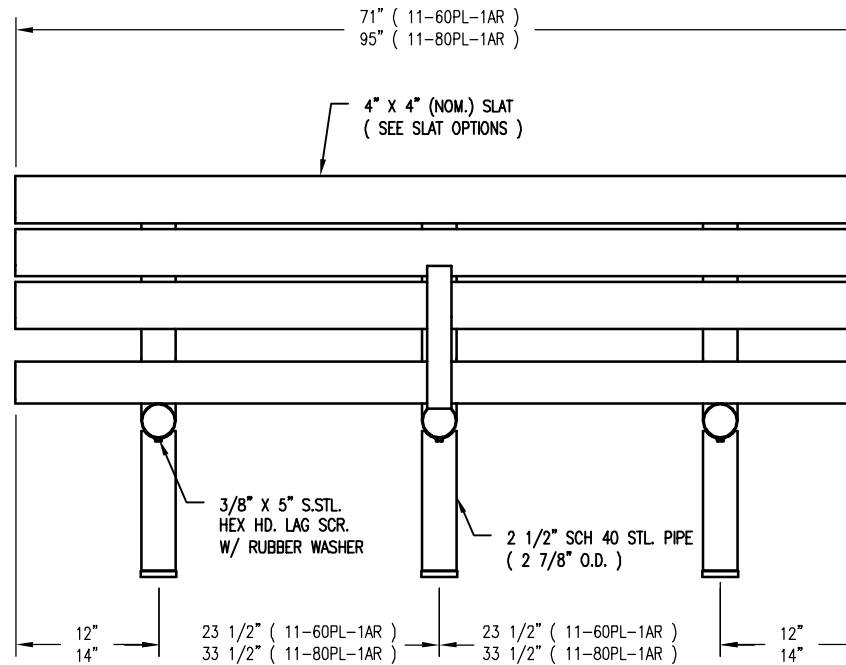
- ☐ 'CEDAR' RECYCLED PLASTIC
☐ 'GREY' RECYCLED PLASTIC
☐ 'REDWOOD' RECYCLED PLASTIC
☐ 'WALNUT' RECYCLED PLASTIC
☐ OTHER _____

NOTES

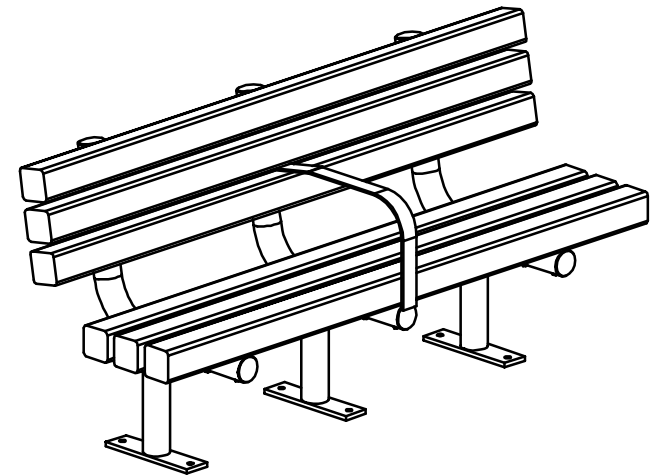
- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2 AND S-4 OPTIONS.



☐ S-4 SUB FLOOR



☐ S-1 EMBEDMENT



DuMor, inc.

BENCH

DATE DRAWN : 01/31/11
 DRAWN BY : HMD
 DATE REV. : 06/06/12
 REV. BY : ESS

REV.
 B

DRAWING
 NUMBER

11 SERPL-1AR

SHEET
 1 OF 2

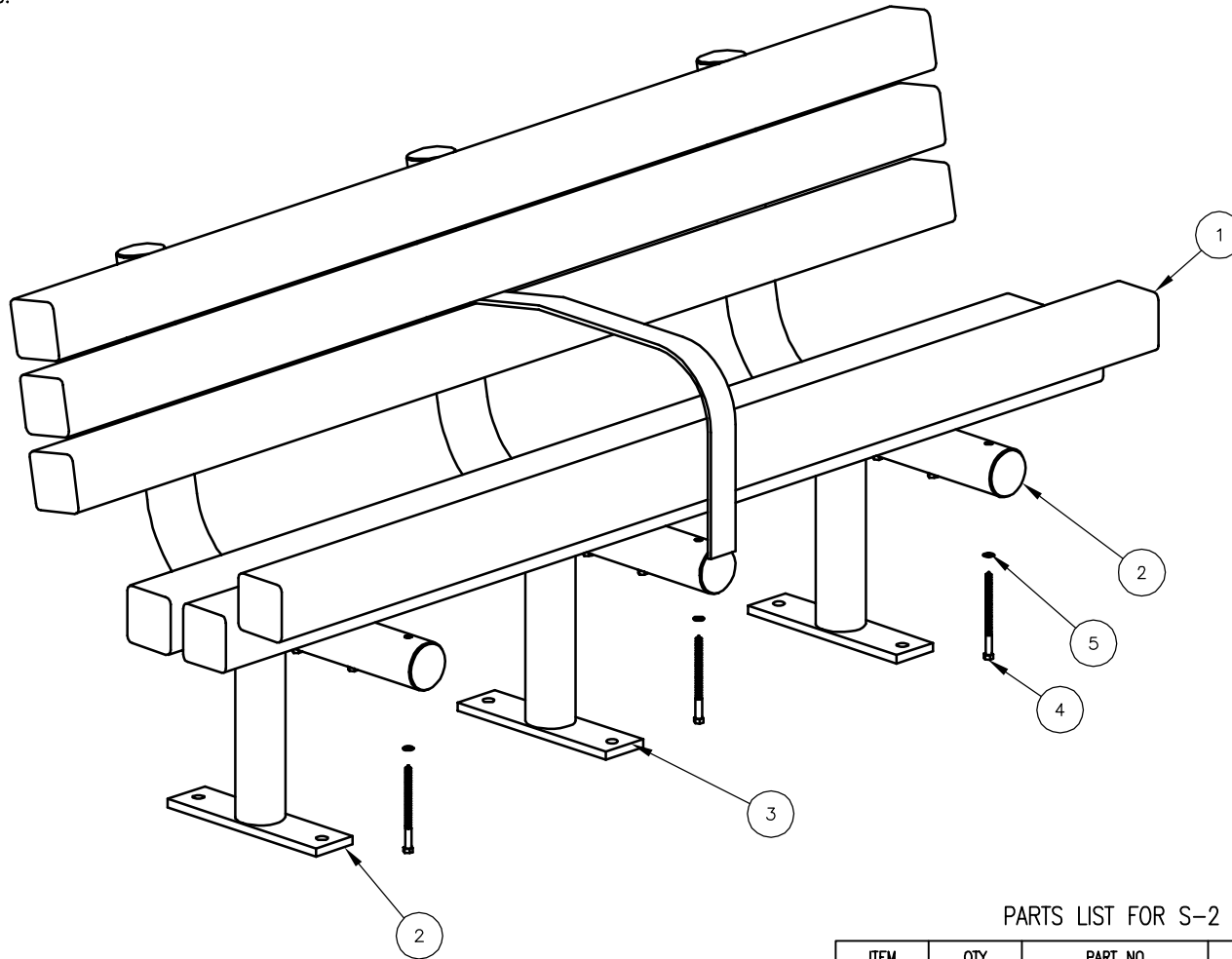
NOTES:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
9/16" WRENCH
1/2" MASONRY DRILL BIT
DRILL

- ① ATTACH SLATS TO SUPPORTS.

**KITS PROVIDED FOR S-2**

ITEM	QTY	PART NO	DESCRIPTION
6	2	K-ANC0860-3	1/2" X 3 3/4" SS ANCHOR KIT (3PCS)
7	1	K-HL0680-18RUB	3/8" LAG HARDWARE KIT (18PC)

PARTS LIST FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
1	6	0-11-60PL-02	4" X 4" X 71" SLAT, PLASTIC
2	2	0-56-00-02/S-2	SUPPORT POST FOR SURFACE MOUNT
3	1	0-56-00AR-02/S2	SUPPORT POST W/ ARMREST FOR SURFACE MOUNT
4	18	1-13-019	3/8" X 5" SS HEX HD LAG SCR
5	18	1-22-018	3/8" ID X 5/8" OD RUBBER WASHER

DuMor, inc.

**ASSEMBLY
INSTRUCTIONS**

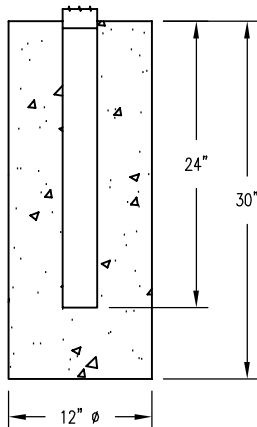
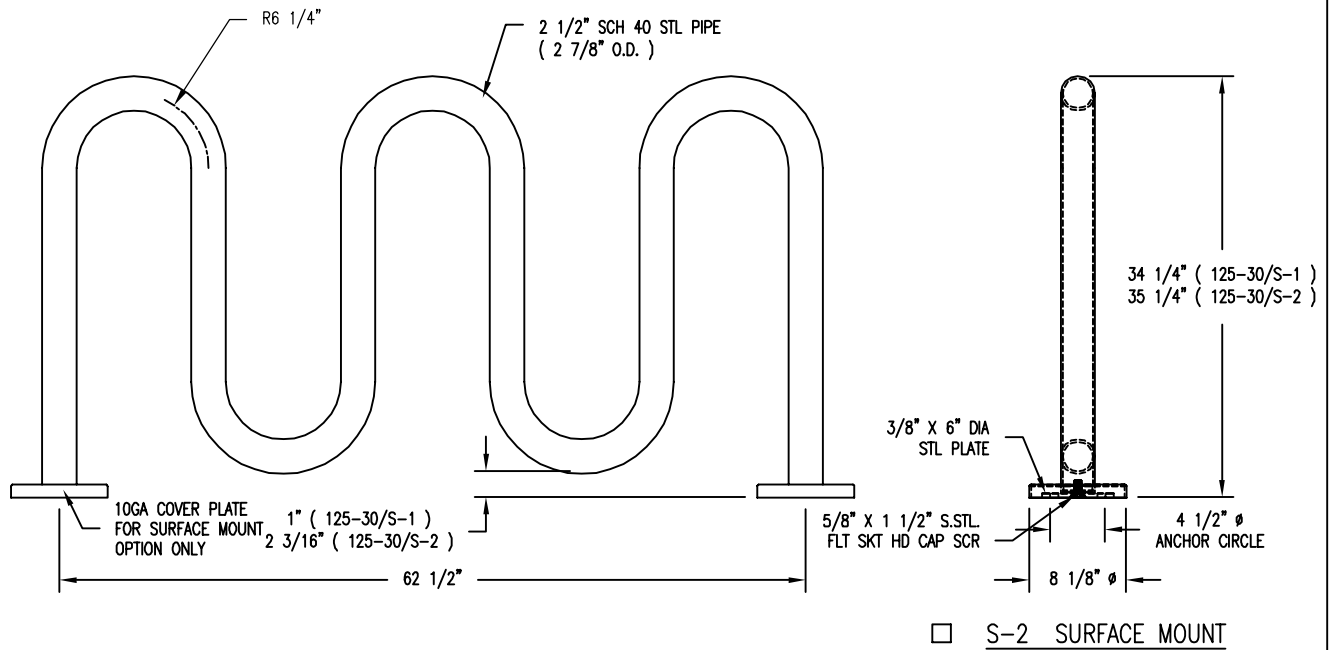
DATE DRAWN : 01/31/11
DRAWN BY : HMD
DATE REV. : 06/06/12
REV. BY : ESS

REV.
B

DRAWING
NUMBER

11 SERPL-1AR

SHEET
2 OF 2



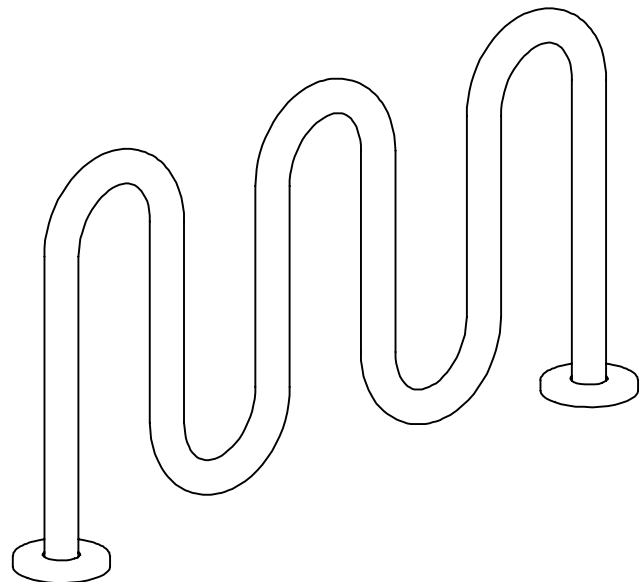
☐ S-1 EMBEDMENT

FINISH OPTIONS

- ☐ HOT DIPPED GALVANIZED (VISIBLE VENT HOLES)
- ☐ COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

NOTES:

- 1.) $1 \frac{1}{2}" \times 3 \frac{3}{4}"$ EXPANSION ANCHOR BOLTS PROVIDED FOR S-2 OPTION.
- 2.) PLUGS PROVIDED FOR VISIBLE VENT HOLES. (HOT DIPPED GALV. ONLY)



BIKE RACK

DATE DRAWN : 02/12/99
 DRAWN BY : CDC
 DATE REV. : 02/24/12
 REV. BY : ESS

REV.
F

DRAWING
NUMBER

125-30

SHEET
1 OF 2

NOTES:

1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.

2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.

3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.

4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH

3/8" ALLEN WRENCH

1/2" MASONRY DRILL BIT
DRILL

PARTS LIST FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-125-04	10 GA X 8" DIA STL COVER W/ 3 1/8" DIA HOLE
2	1	0-125-30/S-2	3-PEAK LOOP BIKE RACK
3	2	0-83-00-03	3/8" THK SURFACE MOUNT PLATE
4	2	1-12-102	5/8" X 1 1/2" SS FLT SKT HD CAP SCR

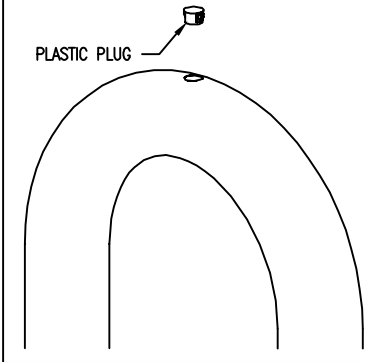
KITS PROVIDED FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
5	2	K-ANC0860-3	1/2" X 3 3/4" SS ANCHOR KIT (3PCS)
6	1	K-FC1024-2	5/8" CAP HARDWARE KIT (2PC)

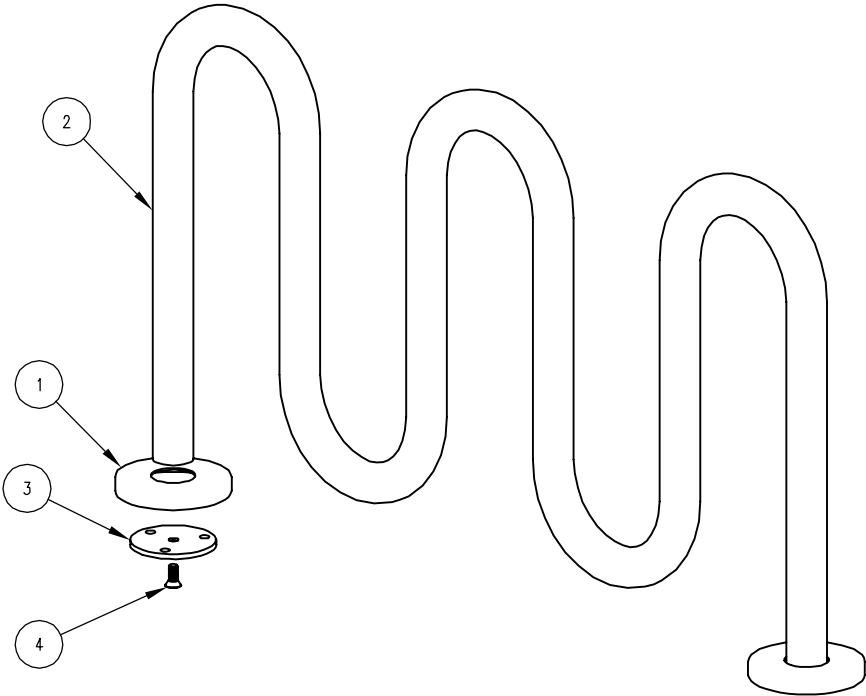
1

SLIDE COVER OVER BIKE LOOP, ATTACH SURFACE MOUNT PLATE.

PLASTIC PLUG



HOT-DIPPED GALV. BIKE RACK ONLY





ASSEMBLY
INSTRUCTIONS

DATE DRAWN : 02/12/99

DRAWN BY : CDC

DATE REV. : 02/24/12

REV. BY : ESS

REV.

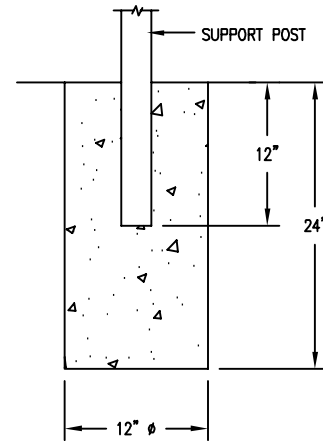
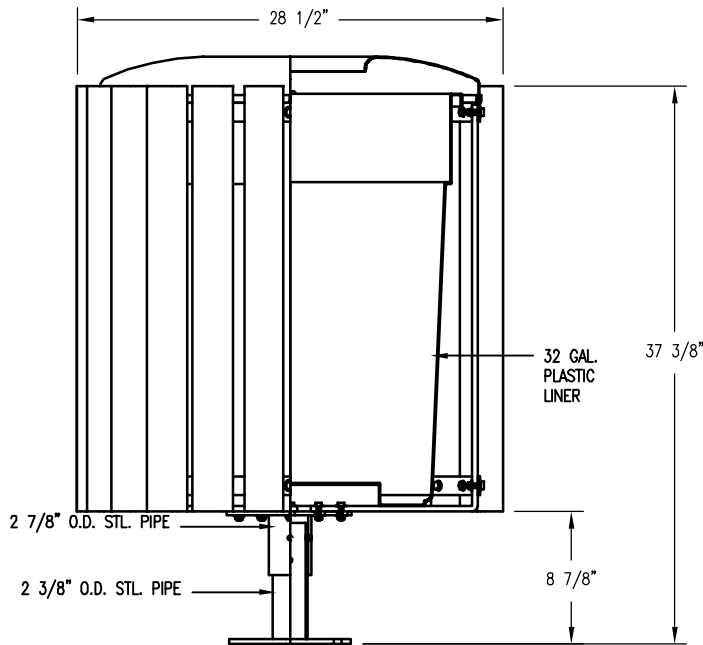
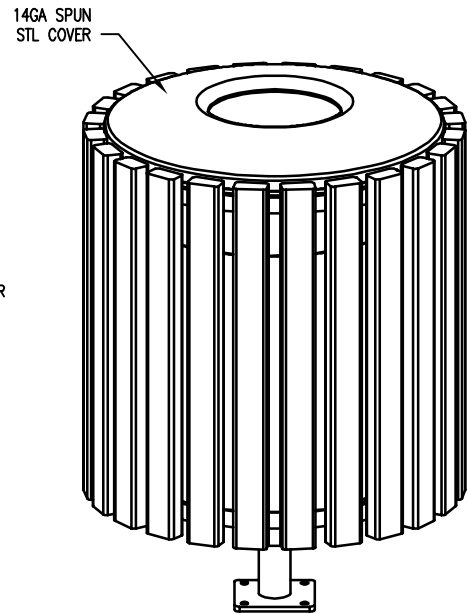
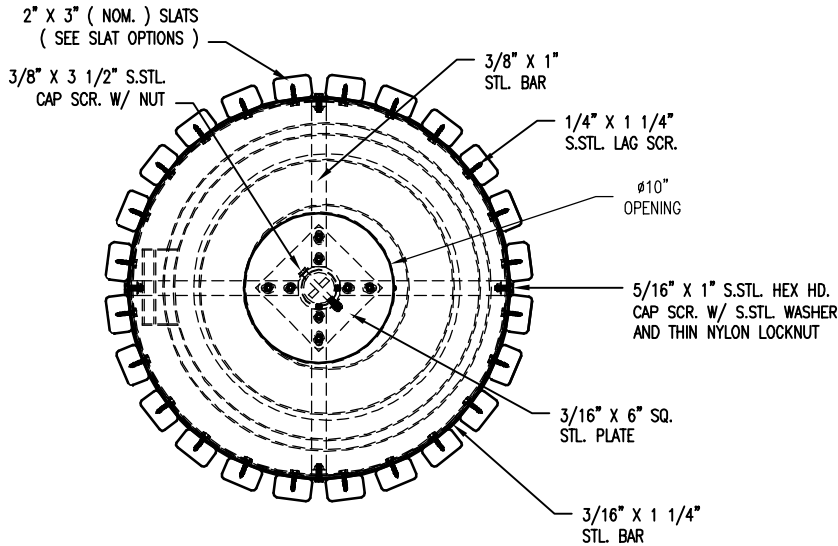
F

DRAWING
NUMBER

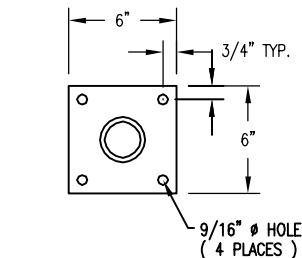
125-30

SHEET

2 OF 2



☐ S-1 EMBEDMENT



☐ S-2 SURFACE

SLAT OPTIONS

- ☐ "CEDAR" RECYCLED PLASTIC
- ☐ "GREY" RECYCLED PLASTIC
- ☐ "REDWOOD" RECYCLED PLASTIC
- ☐ "WALNUT" RECYCLED PLASTIC
- ☐ OTHER _____

NOTES

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ BLACK POLYESTER POWDER COATING
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2.



RECEPTACLE

DATE DRAWN : 07/17/03
DRAWN BY : AH
DATE REV. : 10/6/20
REV. BY : JSB

REV.
F

DRAWING
NUMBER

41-32PL
W/ CVR-30-FTO

SHEET
1 OF 2

NOTES:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

- 3/4" WRENCH
- 9/16" WRENCH
- 1/2" WRENCH
- 7/16" WRENCH
- 1/4" ALLEN WRENCH
- PLIERS (FOR ATTACHING COVER)
- 1/2" MASONRY DRILL BIT
- DRILL

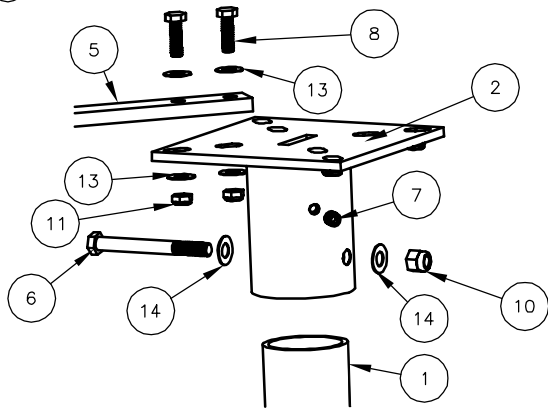
PARTS LIST FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
1	1	0-41-00-03/S-2	SUPPORT FOR SURFACE MOUNT
2	1	0-41-00-04	CENTER BRACKET
3	2	0-41-30-01	HOOP FOR 30 GAL
4	24	0-41-30PL-06	2" X 3" X 28 1/2" SLAT, PLASTIC
5	4	0-41-30-07	"L" SUPPORT FOR 30 GAL
6	1	1-12-034	3/8" X 3 1/2" SS HEX HD CAP SCR
7	2	1-12-054	3/8" X 3/8" SS SKT SET SCR
8	16	1-12-061	5/16" X 1" SS HEX HD CAP SCR
9	48	1-13-004	1/4" X 1 1/4" SS HEX HD LAG SCR
10	1	1-20-007	3/8" SS NYLON LOCKNUT
11	16	1-20-020	5/16" SS THIN NYLON LOCKNUT
12	48	1-22-006	1/4" SS FLAT WASHER
13	32	1-22-017	5/16" SS FLAT WASHER
14	2	1-22-024	3/8" SS FLAT WASHER
15	1	49-32	32 GAL PL LINER W/ HANDLE, BLK

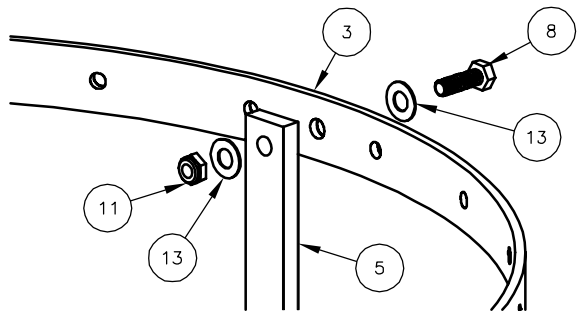
KITS PROVIDED FOR S-2

ITEM	QTY	PART NO	DESCRIPTION
16	1	K-41	41 SER HARDWARE KIT
17	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)

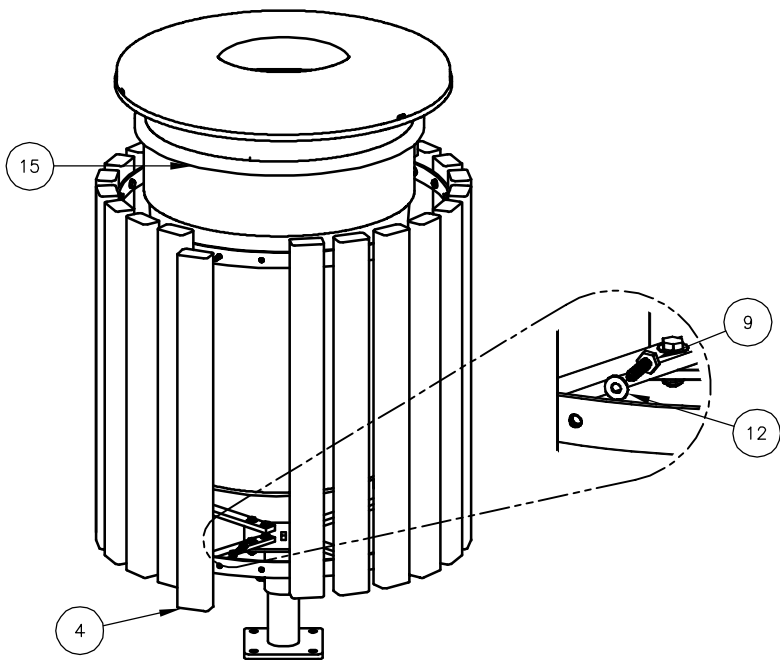
① ATTACH SUPPORT, CENTER BRACKET & "L" SUPPORT STRAPS TOGETHER.



② ATTACH HOOPS TO STEP 1.



③ ATTACH SLATS TO STEP 2.



ASSEMBLY
INSTRUCTIONS

DATE DRAWN : 07/17/03
DRAWN BY : AWH
DATE REV. : 10/6/20
REV. BY : JSB

REV.
F

DRAWING
NUMBER

41-32PL
W/ CVR-30-FTO

SHEET
2 OF 2

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029		
Project Name: Playground Restoration		Department: Parks and Recreation
Link to Strategic Plan/Strategic Result: Green, Blue and Open Spaces		Project #: R2202
		Projected In-Service Date: On-going
Project Description and Justification: Several of the Town's park playgrounds are 20+ years old and in need of replacement in order to keep them safe, relevant and desirable to residents. This project will address the aging infrastructure of the Town's playgrounds located within our parks with the highest demand for use. In order to keep our parks at their current level of service, comparable to surrounding communities and safe for participants and users, several aged playground amenities must be refurbished and/or replaced on an on-going basis as they continue to age and wear. Planned replacement on a rotating basis will keep our playgrounds physically attractive, recreationally appealing and safe for participants. Modern amenities such as updated equipment, playground surfacing materials like artificial turf, shade coverings and exercise equipment are in high demand from our residents. Cost of artificial surfacing and shade sails are much higher than previously budgeted therefore, projected costs for each playground have been adjusted to be more accurate estimates.		
Location(s) and Program Schedule		
Fiscal Yr	Scope	Budget
2025 *includes carryover funds from FY24	Indian Creek Park- Complete replacement of existing "Eco-Island" playground to create flagship playground for Town of Jupiter; no longer able to procure replacement equipment from manufacturer; will include shade coverings and artificial turf surfacing; will include restroom facilities from separate CIP (designed in FY24, in service date anticipated 9/2025)	\$1,500,000
	Maplewood Park- Playground replacement; addition of shade structures and artificial turf surfacing (designed in FY24, in service date anticipated 8/2025)	\$450,000
	Jupiter Community Park- Playground replacement; addition of shade covers and artificial turf surfacing (designed in FY24, in service date anticipated 8/2025)	\$735,000
	Abacoa Community Park- Playground equipment replacement; addition of shade structures and non-mulch surface (designed in FY24, in service date anticipated 8/2025)	\$500,000
2026	Heights of Jupiter- Playground replacement; addition of shade structures and non-mulch surface (to be designed in FY25, constructed in FY26)	\$500,000
	Daily Park (Pine Gardens North)- Playground equipment replacement; addition of shade structures and non-mulch surface; CDBG funding anticipated (to be designed in FY25, constructed in FY26)	\$400,000
	Miracle Moments Playground (Community Center)- Park designed for inclusion (special needs); playground equipment replacement; addition of shade structures and non-mulch surface (to be designed in FY25, constructed in FY26)	\$500,000
2027	FIND Park- replacement of equipment; addition of shade structures and artificial turf surfacing (designed in FY26, in service date anticipated 8/2027)	\$275,000
2028	Jupiter Village- Playground equipment replacement; addition of shade structure and non-mulch surface	\$285,000
	Old Town Hall Park- Property under review for historic designation; playground equipment replacement; include non-mulch	\$750,000
2029	Lighthouse Park- Playground equipment refurbishment; add shade structure and pour in place or turf surface	\$285,000
	Officer Bruce St. Laurent Park- Playground equipment refurbishment; change from mulch to pour in place or turf surface; CDBG funding anticipated	\$500,000
Project Photo(s) / Map of Location		
  		

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

Project Name:						Department:	
Playground Restoration						Parks and Recreation	
Link to Strategic Plan/Strategic Result:						Project #:	
Green, Blue and Open Spaces						R2202	
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$50,000	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$200,000
Engineering	\$110,000	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$260,000
Construction	\$1,650,000	\$1,395,516	\$1,350,000	\$225,000	\$1,270,000	\$450,000	\$6,340,516
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$1,810,000	\$1,495,516	\$1,400,000	\$275,000	\$1,320,000	\$500,000	\$6,800,516
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$1,810,000	\$895,516	\$1,184,000	\$275,000	\$1,320,000	\$284,000	\$5,768,516
Impact fees	\$0	\$600,000	\$0	\$0	\$0	\$0	\$600,000
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues (CDBG)	\$0	\$0	\$216,000	\$0	\$0	\$216,000	\$432,000
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$1,810,000	\$1,495,516	\$1,400,000	\$275,000	\$1,320,000	\$500,000	\$6,800,516
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$0	\$0	\$0	\$150,000	\$350,000	\$1,310,000	\$1,810,000
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$51,093	\$51,093
Balance							\$1,758,907

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

TOWN OF JUPITER

Approval of an Agreement with Kaufman Lynn Construction, Inc., for the Construction of the Fire Stations at Cinquez and Piatt Place



DATE	May 20, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Senior Director of Community Development
SUBJECT	A. Resolution No. 62-25, Authorizing an agreement with Kaufman Lynn Construction, Inc., for the construction of the fire stations at Cinquez and Piatt Place for the guaranteed maximum price of \$17,319,555, including \$87,700 in Town paid permit fees. B. Resolution No. 63-25, Authorizing the use of surtax fund proceeds in the amount of \$2,997,831.

EXECUTIVE SUMMARY

Staff is requesting the Town Council's approval of Resolution 62-25 authorizing the AIA A141 Design-Build Agreements with Kaufman Lynn Construction, Inc. (Kaufman Lynn) and to accept a Guaranteed Maximum Price (GMP) for Phase IV for the construction of the fire stations at Cinquez and Piatt Place. The GMP for Phase IV has been agreed to by Kaufman Lynn and Town staff at an amount not to exceed \$17,319,555, including \$87,700 in Town paid permit fees. In addition, staff is requesting Town Council's approval of Resolution 63-25 authorizing the use of excess Surtax proceeds in the amount of \$2,997,831.

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

This Agreement provides for the construction of the Cinquez and Piatt Place Fire Stations as permitted by Section B(2) of the Town of Jupiter's Request for Qualifications for Progressive Design-Build Services, Contract No. EPW 2024-23.

ANALYSIS

The Town and Kaufmann Lynn have negotiated a GMP for Phase IV to include construction of the fire stations at Cinquez and Piatt Place.

The total cost and financing sources for the Phase IV construction portion of the project are detailed in Attachment 4. The funding sources will allow the Town to continue with the construction of both fire stations and represents \$14,321,724 from the Town's commercial paper line of credit which was approved by the Town Council in August 2024. Additional funding for the requested station GMP will be provided through Resolution No. 63-25 for Town Council consideration for the use of excess surtax fund proceeds in the amount of \$2,997,831.

The surtax fund is now projected to exceed the \$40 million in funding that was originally

established in 2017 by \$5.8 million as detailed in the cash flow shown in Attachment 4. The fund will sunset on December 31, 2025.

In the event the Town Council approves Resolution No. 62-25, the Mayor is authorized to execute AIA A141 Design-Build Agreements for Phase IV of the project. In the event the Town Council approves Resolution No. 63-25, staff is authorized to utilize Surtax proceeds for the partial funding of the construction of the stations.

STRATEGIC PRIORITY

- Safety
- Fiscal Responsibility
- Organizational Excellence

ATTACHMENTS

1. Resolution No. 62-25
2. Resolution No. 63-25
3. Phase 4 Total Cost and Funding Sources
4. Cash Flow Summary - Surtax Funds
5. AIA Document A141 - Standard Form of Agreement Between Owner and Design-Builder
6. Cinquez Fire Station - AIA Document A141 Exhibit A - Design-Build Amendment
7. Piatt Place Fire Station - AIA Document A141 Exhibit A - Design-Build Amendment
8. Cinquez Fire Station Exhibits B, C & E
9. Piatt Place Fire Station Exhibits B, C & E

FUNDING SOURCE

Approved in Budget	\$	Sources:
Additional Funding Requested	\$17,319,555	Sources: Loan Proceeds - \$14,321,724 Surtax Funds - \$2,997,831

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

RESOLUTION NO. 62-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AN AGREEMENT WITH KAUFMAN LYNN CONSTRUCTION, INC., FOR THE CONSTRUCTION OF FIRE STATIONS AT CINQUEZ AND PIATT PLACE, ACCEPTING A GUARANTEED MAXIMUM PRICE AMENDMENT FOR PHASE 4 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 Construction, Inc.; and

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

WHEREAS, the Town and Kaufman Lynn Construction, Inc. 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 Construction, Inc., have negotiated a Guaranteed Maximum Price for Phase IV relating to the construction of fire stations at Cinquez and Piatt Place; and

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

WHEREAS, the AIA A141 Design-Build Agreement has been composed to capture the costs and the scope of work to be performed by Kaufman Lynn Construction, Inc.; and

WHEREAS, the Town has sufficient funds in Loan Proceeds and Surtax Funds to support the additional work proposed under this Agreement; and

WHEREAS, Town Council agrees it should authorize the Town of Jupiter to enter into this AIA A141 Design-Build Agreement with Kaufman Lynn Construction, Inc. for the additional proposed work.

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

Section 1. The Town Council of the Town of Jupiter, Florida hereby approves Resolution 62-25, authorizing the Agreement between the Town of Jupiter and Kaufman Lynn Construction, Inc. which includes the Guaranteed Maximum Price for Phase IV relating to the construction of fire stations at Cinquez and Piatt Place set forth in the attached Agreements, which is incorporated herein.

Section 2. The Mayor is authorized and directed to execute AIA A141 Design-Build Agreements on behalf of the Town.

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

RESOLUTION NO. 63-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AUTHORIZING THE EXPENDITURE OF PROCEEDS THAT ARE ESTIMATED TO BE RECEIVED BY THE TOWN FROM PALM BEACH COUNTY'S LEVY OF A ONE-CENT INFRASTRUCTURE SALES SURTAX; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 8, 2016, the voters of Palm Beach County approved a referendum question to levy a One-Cent Infrastructure Sales Surtax (Surtax) on the sale of certain goods and materials; and

WHEREAS, the proceeds from the Surtax may be used by Palm Beach County and municipalities for the acquisition of certain improvements to public infrastructure; and

WHEREAS, the Town Council is adopting this resolution to authorize expenditures from the proceeds the Town will receive from the Surtax; and

WHEREAS, the Surtax went into effect January 1, 2017, and will be in place for up to 10 years, and during this period is projected to raise approximately \$2.69 billion for infrastructure investment, repairs, renovations, or improvements; and

WHEREAS, the Surtax as adopted by interlocal agreement is to be shared among Palm Beach County, the Palm Beach County School District, and Palm Beach County's 39 municipalities; and

WHEREAS, as its share of the Surtax, the Town of Jupiter anticipated collecting \$40 million over a 10 year collection period; and

WHEREAS, the Town of Jupiter as of March 31, 2025, has exceeded its anticipated collection of \$40 million from the Surtax by \$1.8 million and is anticipated to collect an additional \$4 million by December 31, 2025; and

WHEREAS, pursuant to this Resolution the Council authorizes the expenditure of its share of the additional Surtax funds it receives from the County.

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

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Council hereby authorizes the expenditure of proceeds from the One-Cent Infrastructure Surtax it receives from Palm Beach County to fund the construction of two new fire stations in the amount of \$2,997,831.

SECTION 4. This Resolution shall become effective immediately upon execution.

Phase 4 Total Cost and Funding Sources

Phase 4 Cost and Funding Sources

Phase 4

Cinquez Vertical GMP	\$8,619,142
Piatt Vertical GMP	<u>8,700,413</u>
Total	<u><u>\$17,319,555</u></u>

Funding Sources:

Cinquez:

Loan Proceeds	\$7,127,260
Surtax Funds	1,491,882

Piatt Place:

Loan Proceeds	7,194,464
Surtax Funds	<u>1,505,949</u>

Total	<u><u>\$17,319,555</u></u>
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Phase 4 Cost and Funding Breakdown

	GMP Cinquez Site Vertical Const.	GMP Piatt Site Vertical Const.	Total
Site Work	\$ 417,780	\$ 304,811	\$ 722,591
Concrete	1,139,920	1,120,787	2,260,707
Metals	515,742	620,055	1,135,797
Woods, Plastics & Composites	59,684	62,144	121,828
Thermal & Moisture Protection	276,900	267,256	544,156
Doors and Windows	984,659	1,032,034	2,016,693
Finishes	842,697	822,792	1,665,489
Specialties	90,378	87,807	178,185
Equipment	58,300	58,300	116,600
Furnishings	13,106	14,068	27,174
Conveying Systems	105,000	105,000	210,000
Mechanical	1,382,752	1,396,505	2,779,257
Electrical	1,296,469	1,294,363	2,590,832
Subtotal	\$ 7,183,387	\$ 7,185,922	\$ 14,369,309
Contractor - Contingency	\$ 215,502	\$ 215,578	\$ 431,080
Owners Contingency	215,502	215,578	431,080
KL Insurance	169,827	171,364	341,191
Contractors Payment & Performance Bond	98,637	99,529	198,166
Owners Direct Purchase	(71,835)	(71,860)	(143,695)
Management Fee	485,497	489,891	975,388
Pemit Fee (Allowance)	52,100	54,086	106,186
Song & Assoc Design	228,500	294,650	523,150
Total GMP Cost	\$ 8,577,117	\$ 8,654,738	\$ 17,231,855
Permit Fee Costs - Paid by Town	42,025	45,675	87,700
Total Phase 4 Cost	\$ 8,619,142	\$ 8,700,413	\$ 17,319,555

TOWN OF JUPITER CASH FLOW SUMMARY - SURTAX FUNDS FISCAL YEARS 2017 - 2026											
	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Actual 2023	Actual 2024	Projected 2025	Proposed 2026	Total
Revenues											
Infrastructure Surtax	2,307,696	4,332,293	4,496,398	4,299,631	4,887,964	5,952,710	5,979,374	6,100,626	6,104,470	1,422,390	45,883,552
Total Proceeds	2,307,696	4,332,293	4,496,398	4,299,631	4,887,964	5,952,710	5,979,374	6,100,626	6,104,470	1,422,390	45,883,552
Project Expenditures											
PD/Data Center Construction	-	-	9,467,420	3,040,807	-	-	-	-	-	-	12,508,227
Jupiter Community Park Renovations	-	-	-	-	350,000	5,093,500	2,331,500	-	-	-	7,775,000
Island Way South	-	-	-	-	-	-	-	-	2,500,000	200,000	2,700,000
New Town Hall Project	-	-	-	-	-	3,000,000	-	-	-	-	3,000,000
New Town Hall Project (Bridge Loan from GF)	-	-	-	-	-	-	-	2,000,000	4,000,000	-	6,000,000
Quad Field House/Lighting	-	-	-	-	-	-	-	-	30,000	1,422,000	1,452,000
Public Works Maintenance Facility	-	-	-	-	-	-	-	-	2,075,000	-	2,075,000
Fire Stations	-	-	-	-	-	-	-	4,489,773	2,997,831	-	7,487,604
Total Expenditures	-	-	9,467,420	3,040,807	350,000	8,093,500	2,331,500	6,489,773	11,602,831	1,622,000	42,997,831
Revenues Over (Under) Expenditures	2,307,696	4,332,293	(4,971,022)	1,258,824	4,537,964	(2,140,790)	3,647,874	(389,147)	(5,498,361)	(199,610)	2,885,721
Fund Balance at Beg of Year	-	2,307,696	6,639,989	1,668,967	2,927,791	7,465,755	5,324,965	8,972,838	8,583,691	3,085,331	
Fund Balance (deficit)	2,307,696	6,639,989	1,668,967	2,927,791	7,465,755	5,324,965	8,972,838	8,583,691	3,085,331	2,885,721	2,885,721



AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 7 day of May in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

and the Design-Builder:
(Name, legal status, address and other information)

Kaufman Lynn Construction, Inc.
3185 S. Congress Ave.
Delray Beach, FL 33445

for the following Projects:
(Name, location and detailed description)

Fire/Public Safety Structures
Piatt Place Fire Station
500 North US Highway 1, Jupiter, FL 33458

Cinquez Fire Station
2183 West Indiantown Road
Jupiter, FL 33458

The Architect:
Song & Associates, Inc.
1545 Centrepark Drive
North West Palm Beach, FL 33401

The Owner's Designated Project Representative:
Roger Held and Bill Grieve
The Owner's Representative:
Joseph Guadet, P.E.

and

NV5
3021 Jupiter Park Circle, #101
Jupiter, FL 33458

The Construction Manager's Designated Representative:
Derek Wolfhope, Senior Vice President of Operations
Kaufman Lynn Construction
3185 South Congress Avenue

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Delray Beach, FL 33445

The Architect's Designated Representative:
Rob Castrovinci
Song & Associates, Inc. 1545 Centrepark Drive
North West Palm Beach, FL 33401

The Owner and Design-Builder agree as follows.

WHEREAS, This Agreement is entered into by the Town of Jupiter ("Owner") and Kaufman Lynn Construction, Inc. ("Design-Builder"), pursuant to Section B(2) of the Town of Jupiter's Request for Qualifications for Progressive Design-Build Services, Contract No. EPQ 2024-23 (the "RFQ").

WHEREAS, This AIA A141 Design-Build Agreement, as modified by the parties (the "Agreement") represents and memorializes the agreement between the Owner and Design-Builder to utilize a separate agreement for the physical construction of the Piatt Place Fire Station ("PPFS") and the Cinquez Fire Station ("CPFS") (collectively the "Project") as permitted by the RFQ.

WHEREAS, It is agreed and acknowledged that the design, demolition and pre-construction portions of the Project, as outlined in the RFQ, are the subject of an existing agreement between the Owner and Design-Builder dated August 20, 2024 (the "DB Agreement").

WHEREAS, It is the intent of the Owner and Design-Builder to utilize the Agreement as the base agreement for all physical construction of both the PPFS and CPFS, with the Owner and Design-Builder subsequently entering into one or more respective GMP Amendments to the Agreement to further detail and describe the particular terms and conditions applicable to each portion of the Project.

WHEREAS, The terms of this Agreement shall be deemed to apply, respectively, to the physical construction of both the PPFS and CPFS, subject to any specific terms and conditions subsequently agreed upon by the parties in a GMP Amendment(s), it is the intent of the parties to administer the various portions of the Project separately such that, by way of example and not limitation, financial management, sharing of savings, etc., are addressed independently. Wherever the singular of a defined term is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

WHEREAS, with respect to all aspects of the physical construction of the Project, Owner and Design-Builder agree that this Agreement is intended to supersede, take precedence over and replace the DB Agreement, and further, Owner and Design-Builder intend for all physical construction of the Project to be solely governed by the terms and conditions of this Agreement.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner’s Criteria

This Agreement is based on the Owner’s Criteria set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner’s design documents" where appropriate.)

§ 1.1.1 The Owner’s program for the Project:
(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

See original agreement dated August 20, 2024 (Contract No. EPW2024-23).

§ 1.1.2 The Owner’s design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner’s design requirements, including any performance specifications for the Project.)

See original agreement dated August 20, 2024 (Contract No. EPW2024-23).

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See original agreement dated August 20, 2024 (Contract No. EPW2024-23).

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

N/A

§ 1.1.7

(Paragraphs deleted)

Intentionally Deleted.

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

Song & Associates, Inc.
1545 Centrepark Drive

(Paragraphs deleted)

North West Palm Beach, FL 33401

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

See original agreement dated August 20, 2024 (Contract No. EPW2024-23).

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.**§ 1.1.10.1** If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.**§ 1.1.11** If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Roger Held
Director of Community Service
210 Military Trail 33458

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

(List discipline, scope of work, and, if known, identify by name and address.)

N/A

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

(List name, address and other information.)

Derek Wolfhope
Senior Vice President
Kaufman Lynn Construction, Inc.
3185 S. Congress Avenue
Delray Beach, FL 33445
dwolfhope@kaufmanlynn.com

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party. Notice shall be provided to the other party's representative listed in sections 1.2.1 and 1.2.4, respectively.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 14.4

☒ Litigation in a court of competent jurisdiction. Venue shall be in Palm Beach County, Florida.

☐ Other: *(Specify)*

§ 1.3.1 WAIVER OF JURY TRIAL The Owner and Design-Builder hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the construction of the Work or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inaction of any party.

§ 1.3.2 ATTORNEYS' FEES

In any suit, action, or other proceeding, including arbitration or bankruptcy, arising out of or in any manner relating to this Agreement or the Design Build Documents, including: (a) the enforcement or interpretation of either party's rights or obligations under this Agreement or the Design Build Documents, whether in contract, tort, or both, or (b) the declaration of any rights or obligations under this Agreement or the Design Build Documents, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover from the losing party Attorneys' Fees. For purposes of this section, "Attorneys' Fees" shall mean all reasonable fees and disbursements (including disbursements that would not otherwise be taxable as costs in the proceeding) that are incurred by a party, including all experts', legal assistants', paralegals', and law clerks' fees and all fees incurred through all post award or judgment and appellate levels and in connection with arbitration, bankruptcy, and collection proceedings (post judgment and otherwise).

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. To the extent any conflict exists between the Design-Build Documents that cannot be resolved between the parties after taking into consideration all Design-Build Documents, the following order of precedence shall apply: (1) Change Orders; (2) Design-Builder's clarifications, exclusions, allowances, and alternates; (3) this Agreement; (4) Any Addenda to the Agreement (later Addenda having precedence over earlier Addenda); (5) Shop Drawings; (6) The Specifications and Drawings; (7) Supplemental Conditions, if any. It is contemplated by the parties that there may be one or more Design-Build Amendments for the various portions of the Project. For purposes of clarification, it is agreed that any singular references to a Design-Build Amendment proposal or Design-Build Amendment in the Agreement shall be construed by the parties to refer, respectively, to construction of each the PPFS and CPFS or any other additional portions of the Project that the Owner and Design-Builder may agree to release subject to a separate and distinct Guaranteed Maximum Price proposal.

§ 1.4.2 Intentionally Deleted.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. The term "Contractor" is referred to throughout the Design-Build Documents, but Design-Builder is lawfully licensed and will only be utilizing Subcontractors to execute the Work. Therefore, Owner and Design-Builder agree that the use of the term "Contractor" is not intended to identify any particular party or have any special meaning throughout the Design-Build Documents..

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work. Design-Builder agrees and understands that Time is of the essence of this Agreement. Design-Builder's failure to timely achieve Substantial Completion (defined below) shall not be excused by the failure of any Subcontractor or Sub-subcontractor to complete its portion(s) of the Work on time. The Date of Commencement of the Work shall be as established in accordance with the Notice to Proceed as per subparagraph 2.3.1.1 of the Agreement, and the Contract Time shall be measured from said Date of Commencement. The Design-Builder shall complete the entire Work and achieve Substantial Completion within the number of consecutive calendar days as stated in the accepted Exhibit A or as adjusted by executed Change Order. If the Design Builder refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to complete said Work within such time, for each consecutive calendar day that any Work shall remain uncompleted after the specified or adjusted completion time, liquidated damages shall be assessed as follows: (a) the first seven (7) days: Zero Dollars (\$0) per day, (b) Each day thereafter: One Thousand Nine Hundred Dollars (\$1,900) per day, and shall be deducted from the monies due to the Design Builder or in case no money is due, or the money due the Design Builder is not sufficient, its Surety shall be held liable for such amount, not as a penalty, but as liquidated damages because of the fact that the Owner is sure to suffer damages but such damages are not readily susceptible to calculation. Such liquidated damages shall be the Owner's sole monetary remedy for the Design-Builder's failure to timely achieve Substantial Completion of the Work by the expiration of the Contract Time and shall not release the Design-Builder from liability from any other breach of the requirements of the Design-Build Documents. However, Owner's right to receive liquidated damages from Design Builder shall not divest Owner of any rights or remedies available to Owner at law or equity including rights and remedies available under the Design-Build Documents, to receive from Design Builder all costs, expenses, and damages incurred by Owner (i) in correcting work performed by Design Builder, or any Subcontractor, or any Sub-subcontractor, which is defective or otherwise fails to conform to the Contract Documents, (ii) in completing or causing to be completed the Work not completed by Design Builder as a result of Design Builder's failure to reach Substantial Completion of the Work on time, or (iii) as a result of any default by Design Builder of any obligations of this Agreement other than Design Builder's failure to achieve Substantial Completion of the Work on time. After Substantial Completion of the Project, should the Design Builder fail to complete the remaining Work though only if solely due to the fault of the Design Builder or their Subcontractors within ninety (90) calendar days of the date of Substantial Completion of the Project the Design Builder shall pay to the Owner the sum of Five-Hundred Dollars (\$500) for each day after said sixty day period above, until issuance of a Final Certificate or Payment from the Owner's Representative. Nothing herein shall preclude the Owner, immediately on or after Substantial Completion, from (i) completing or correcting any work which Design Builder has failed to complete by the Substantial Completion date as required by the Contract Documents, and (ii) recovering the cost of such work from Design Builder by any means provided in the Contract Documents, or otherwise available to Owner by law or in equity. Nothing herein shall preclude the Owner, in case of a Design Builder's default, from terminating the Design Builder's right to proceed in accordance with the Contract Documents.

Design Builder's maximum liability for any liquidated damages assessed pursuant to this Agreement shall be one hundred percent (100%) of the Design Builder's Fixed Fee, as provided in the Guaranteed Maximum Price Amendment. Notwithstanding anything to the contrary, the Owner's right to liquidated damages hereunder is self-executing and no prior notice or claim by the Owner is required as a condition precedent to the Owner's right to offset liquidated damages from amounts otherwise due the Design Builder or to otherwise pursue recovery of liquidated damages.

§ 1.4.13.1 The amounts referenced in Article 2.3.1.3 are not penalties but are rather Liquidated Damages to the Owner for its inability to obtain full beneficial use of the Project. Liquidated Damages are hereby fixed and agreed upon between parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Owner as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of the Construction Manager to complete the Contract on time.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1

(Paragraphs deleted)

Intentionally Deleted.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1

(Paragraphs deleted)

Intentionally Deleted.

(Paragraph deleted)

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment on a monthly basis. For purposes of Design-Builder's payment requisitions, "proper documentation" for Work performed after execution of the Design-Build Amendment shall consist of Design-Builder's G702 and G703 along with payment applications (G702 and 703) and/or invoices from each subcontractor performing Work that month with no additional backup documentation required. Design-Builder's general conditions costs shall be a non-auditable, lump sum amount within the Contract Sum and billed each month in proportion to the percentage of Work completed that month. Design Builder's liability insurance costs, SDI costs (if any), builder's risk costs, and bond costs shall be based on non-auditable, stipulated rates that will be agreed to by the parties in the Design-Build Amendment. Design-Builder shall be entitled to bill and be paid 100% of its insurance, SDI (if any) and bond costs with Design-Builder's first Application for Payment on Work performed after execution of the Design-Build Amendment. No backup documentation shall be required for Design-Builder's liability insurance costs, SDI costs (if any), builder's risk costs, or bond costs.

§ 2.3 Notwithstanding anything else in the Design-Build Documents to the contrary, no retainage shall be withheld by the City for Design-Builder's lump sum general conditions, liability insurance costs, SDI costs (if any), builder's risk insurance costs or bond costs.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project. The Design-Builder shall provide such designation in accordance with the notice provisions herein.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder promptly shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Variance report comparing previous costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, and shall provide for expeditious and practicable execution of the Work. Any such revisions by Design-Builder to the construction schedule shall not amend, change, or otherwise affect the Substantial Completion date or final completion date unless approved by appropriate Change Order. Any such revised Schedule shall indicate its variance from the original Schedule. The construction schedule shall be in a detailed precedence-style critical path management ("CPM") or primavera-type format satisfactory to the Owner that shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Design-Build Documents. Design-Builder shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The construction schedule shall be updated on a monthly basis to reflect actual conditions, and the monthly update shall be submitted with Design-Builder's Application for Payment..

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 Intentionally Omitted.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. Owner shall have the right to reject defective work and/or materials. If Owner rejects such work, the Design-Builder shall correct or replace the defective work and/or material at its own expense. If the Design-Builder does not correct any defective work and/or materials within five (5) business days, the Owner, in its option, may replace the defective work and/or materials and invoice the Design-Builder and/or deduct the cost from that owed to the Design-Builder. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, its employees, agents, Architect, Consultants, Contractors, and their agents and employees, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product

required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner in writing. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, including under sections 725.06 and 725.08, Florida Statutes, as applicable, the Design-Builder shall indemnify, defend, and hold harmless the Owner, including its officers and employees (each, an "Indemnitee" and, collectively, the "Indemnities"), from and against claims, liabilities, damages, losses, expenses, and costs, including, but not limited to, reasonable attorney's fees (collectively, "Indemnity Claims"), arising out of or resulting from performance of the Work, but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Builder and persons employed or utilized by Design-Builder in the performance of the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts. The Owner and the Design-Builder acknowledge and agree that, as of the date of this Contract, Sections 725.06 and 725.08, Florida Statutes, do not require a monetary limitation on the extent of the indemnification provisions of this Section 3.1.14. To the extent necessary to enforce such terms, the Design-Builder's indemnification obligations under the Contract, including those in this Section, shall be construed to provide the maximum protection available to the Owner subject to the limitations of Sections 725.06 and 725.08, Florida Statutes, to the extent applicable, including any amendments thereto, in all respects.

§ 3.1.14.3 The duty of the Design-Builder to indemnify and hold harmless the Indemnities includes the separate and independent duty to defend the Indemnities, which duty arises immediately upon receipt by the Design-Builder of the tender of any indemnity claim from an Indemnitee which under the written content of the claimant's description of its claim reasonably appears to be within Design-Builder's indemnification obligation. The Design-Builder's obligation to defend the Indemnitee(s) shall be at Design-Builder's sole expense. The Design-Builder shall respond within fifteen (15) days to the tender of any indemnity claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnities by Design-Builder shall be by well qualified, adequately insured and experienced legal counsel acceptable to Owner. By proceeding to defend an indemnity claim, the Design-Builder shall not be deemed to have admitted to an obligation to provide indemnification and defense and the Design-Builder may provide a defense under a written reservation of rights.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in the Local Government Addendum attached to this Contract as Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

(Paragraphs deleted)

§ 4.1 Intentionally Deleted.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 At a time to be mutually agreed upon by the Owner and the Design-Builder, and in consultation with the Architect and Owner's Representative, but in no event later than May 6, 2025 unless otherwise extended by the Owner, the Design-Builder shall prepare a Design-Build Amendment proposal for the Owner's review and acceptance for PPFS and by May 6, 2025, for CPFS. The Guaranteed Maximum Price in the Design-Build Amendment proposals shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies, and the Construction Manager's Fee.. The Design-Builder's Proposal shall include the following:

- .1 A list of Design documents and other information, including the Design-Builder's clarifications and assumptions upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

(Paragraphs deleted)

§ 5.1 Intentionally Deleted.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. The Design-Builder shall keep Owner reasonably informed of issues Design-Builder discovers from such inspections.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build and/or Construction Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. All personnel in the employ of the Design-Builder shall be appropriately attired, with regard to safety and no attire with obscene pictures or writings. The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the Owner's relationship with the public.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Except for permits and fees that are the responsibility of the Design-Builder under the Design-Build Documents, the Owner shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide a Notice of Potential Change Order ("PCO") pursuant to Section 6.4 to the Owner before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. If Design-Builder fails to timely notify and provide a PCO pursuant to this provision, any claim by Design-Builder actor against Owner or Architect arising out of the condition is waived. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both, and limited to the extent of impact on the Critical Path. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall immediately notify the Owner. Upon receipt of such notice, the Owner, if it desires to have the Design-Builder continue with the Work in the affected area, shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- 1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within seven (7) days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the seven (7) day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within seven (7) days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the seven (7) day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims

that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement in writing. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction. Nothing contained in this provision shall be deemed or otherwise interpreted as waiving the Owner'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, by contract or law.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5. The term "wrongfully" includes, but is not limited to, damage caused by negligence, carelessness, or oversight.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents. Design-Builder shall as soon as reasonably practical, notify Owner, in writing, of any conditions that may cause an increase in any line item. Except as permitted in Section 6.3 and Subsection 9.7.2, a change in the Contract Sum or Contract Time shall be accomplished only by a Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work,

whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in the Contract Sum or extension of the Contract Time.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

The Design-Builder shall submit with any request for a Change Order a calculation of the Costs of the Work the Design-Builder estimates are associated with such requested Change Order, including unit costs, if applicable, and such other information as reasonably requested by the Owner or the Architect. For those Change Orders for which a unit price has not yet been established in advance, the basis of the amount of the Change Order shall be the reasonable additional Cost of the Work and savings of those performing the Work attributable to the change. Unless otherwise specified in the Change Order, agreement on any Change Order shall constitute a final settlement of all claims the Design-Builder has or may have arising out of or relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order; provided however, that prior to the issuance of a Change Directive, the parties shall, in good faith, attempt to negotiate a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices and stipulated rates for markup as stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;
- .4 As provided in Section 6.3.7; and
- .5 Fees associated with additional services for design and Construction Administration based on the stipulated hourly rates agreed upon with the Architect as set forth in the GMP Amendment.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and

Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, based on the stipulated rates set forth in the Design-Build Amendment;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance (based on the stipulated rates in the Design-Build Amendment), permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change (based on the stipulated wage rates in the Design-Build Amendment).

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Design-Builder's Fee shall not be reduced in the event a deductive Change Order is issued reducing the Contract Sum.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

§ 6.4 Design-Builder Initiated Change Order

§ 6.4.1 If the Design-Builder becomes aware of any circumstance that may be, or cause, a change in the scope of the Work, or of an act or failure to act by the Owner or the Owner's consultants, or give rise to entitlement to the adjustment of the Contract Sum or Contract Time as provided in Article 8, below, that in the Design-Builder's opinion justifies a change to the Contract Sum or Contract Time, or if the Design-Builder otherwise becomes aware of the need for or desirability of a change in the Work, then the Design-Builder must within twenty-one (21) days submit a written Notice of Potential Change Order (a "PCO") to the Owner and the Architect in a format acceptable to the Owner and must specify in such PCO the reasons for such proposed change and the anticipated time and cost impacts. The Design-Builder shall submit a written Change Order request ("COR"), which shall include a detailed description of the relevant circumstances and the changed Work, a price proposal for such changed Work, impacts on the schedule, and any requested adjustment to the Contract Time related to such changed Work, together with any substantiating data required by this Section 6.4, or otherwise required by the Owner, within twenty-one (21) days after delivery of the PCO unless the Owner consents in writing to a longer time. The Design-Builder may request additional compensation and/or time through a COR but not for instances that the Design-Builder knew or reasonably should have known occurred more than twenty-one (21) days before a PCO is submitted. The Design-Builder's failure to deliver a PCO within such twenty-one (21) day period shall be deemed a waiver of the right to adjustment of the Contract Sum or the Contract Time for the alleged change. Any COR that is approved by the Owner will be incorporated in a Change Order or Construction Change Directive. If the Owner determines that the Work in question is not a change in the scope of the Work and the COR is denied but the Design-Builder believes that it does have merit, the Design-Builder may submit a Claim in accordance with the procedures set forth herein. Further, notwithstanding anything herein to the contrary, the Contractor must comply with the provisions of this Section 6.4 as a condition to entitlement to any Claim for an increase in Contract Time or Contract Sum.

§ 6.4.2 Requests for Additional Cost

If the Design-Builder wishes to make a request a Change Order for an increase in the Contract Sum, notice as provided in Section 6.4.1 shall be given before proceeding to execute the portion of the Work that is the subject of the PCO and/or COR. For Change Orders relating to an emergency endangering life or property, notice shall be given as soon as is reasonably practicable.

§ 6.4.3 Requests for Additional Time

§ 6.4.3.1 If the Design-Builder wishes to request a Change Order for an increase in the Contract Time, notice as provided in Section 6.4.1 shall be given. The Design-Builder's COR shall include: (a) an estimate of cost and of probable effect of delay on progress of the Work, (b) a description of the circumstances that form the basis for the COR, (c) the date upon which each cause of delay began to affect the progress of the Work, (d) the date upon which each cause of delay ceased to affect the progress of the Work, and (e) the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. In the case of a continuing delay, only one COR is necessary. The Design-Builder shall provide such supporting documentation as the Owner may reasonably require, including a revised construction schedule indicating the activities affected by the circumstances forming the basis of the COR and indicating the changes resulting from such circumstances between the as-planned and as-built schedule and establishing the required cause and effect relationships. In the case of a COR for acceleration, the Design-Builder also shall submit other documentation for claimed acceleration consequences, including, when applicable, comparison of anticipated manpower, equipment and material utilization, increased levels of manpower/overtime, and duplicated sets of equipment or materials, indicating the acceleration that occurred.

§ 6.5 Owner Initiated Change Order

The Owner may issue a request, in writing, to the Design-Builder, describing a proposed change to the Work and requesting the Design-Builder submit an itemized proposal in a format acceptable to the Owner within twenty-one (21) days after the Owner issues the request. The Design-Builder's proposal shall include an analysis of impacts to cost and time, if any, to perform additional work, or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs and the Design-Builder's proposed methods to minimize costs, delay and disruption to the performance of the Work. The Owner's request for a proposed change does not authorize the Design-Builder to commence performance of the change, unless otherwise specified in writing. If the Owner decides that the proposed change shall be performed, the Work shall be authorized according to the Change Order or Construction Change Directive procedures set forth above.

§ 6.6 Design-Builder's Good Faith Review of Subcontractor Requests for Changes

The Design-Builder shall make a good faith determination of the validity of the nature and amount of changes requested by Subcontractors before passing through such requests to the Owner. It is the Design-Builder's responsibility to check all Subcontractor and supplier questions for correctness, completeness, detail and fairness before submitting to the Owner.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization. The Owner shall provide notice of the representative as required herein.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

(Paragraph deleted)

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If Design-Builder is delayed at any time in the critical path of the Work by (1) an act or neglect of Owner (including its employees), or of a Separate contractor hired by Owner; (2) by changes ordered in the Work; (3) by labor disputes, pandemic or endemic, fire, unusual delay in deliveries, unavailability of materials or equipment (despite commercially reasonable efforts), unavoidable casualties, terrorist activities, war, international military conflicts, adverse weather conditions documented in accordance with Sections 6.4.3.2 and 14.1.6.2, or other causes beyond the Design-Builder's control; (4) by disruptions and impacts to labor and material supply or logistics, including, but not limited to, increased lead times that exceed the time allotted in the construction schedule agreed to as part of the Design-Build Amendment; (5) by adverse government actions; (6) by delay authorized by the Owner pending mediation and binding dispute resolution; or (7) or by other causes that the Owner and Design-Builder mutually agree in writing justify delay (collectively, the "Impact"), then the Contract Time shall be extended day for day for such time demonstrated to be caused by the Impact (but limited to the extent of impact on the critical path), and the Contract Sum shall be equitably adjusted based on a daily general conditions rate to be established by the parties in the Design-Build Amendment ("General Conditions Daily Rate"), along with any increased labor and material costs attributable to the Impact. Notwithstanding the foregoing, Design-Builder agrees that for the first fifteen (15) days of delay from an Impact that results from causes beyond the reasonable control of either the Owner or Design-Builder (i.e. force majeure delay), then Design-Builder shall be entitled to an extension of the Contract Time only. Design-Builder shall be entitled to additional compensation as provided herein beginning on the sixteenth (16th) day of any such Impact.

Apart from extensions of time and any additional General Conditions, no payment for delay damages shall be made to the Design-Builder as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. The Design-Builder shall take all reasonable steps to mitigate the impact of any delays,

however caused, regardless of whether the Design-Builder might otherwise be entitled to adjustment of the Contract Sum or Contract Time for such delays.

(Paragraphs deleted)

§ 8.2.4 The Design-Builder is only entitled to consideration of an extension of time to the extent that the Excusable Delay affects the critical path, and proper notice is provided by the Design-Builder. In such cases, the Design-Builder shall demonstrate that the alleged Excusable Delay affected the critical path of the construction schedule. To the extent the Design-Builder is entitled under the Contract Documents to an extension of time due to a delay, but the performance of the Work is independently suspended, delayed, or interrupted by a delay for which the Design-Builder is not entitled to an extension of time, the delay shall be deemed to be a "Concurrent Delay." In the case of a Concurrent Delay, the Design-Builder shall be entitled to an extension of the Contract Time limited to the extent of impact on the Critical Path, but the Design-Builder shall not be entitled to any additional compensation whatsoever during the period of Concurrent Delay. The Design-Builder shall take all reasonable steps to mitigate the impact of any delays, however caused, regardless of whether the Design-Builder might otherwise be entitled to adjustment of the Contract Sum or Contract Time for such delays.

§ 8.2.5 Claims relating to time shall be made in accordance with applicable provisions of Article 6.4 herein.

§ 8.2.6 Any delays incurred by the Design-Builder that are due to intentional willful acts, bad faith efforts to delay or the gross negligence of the Owner will afford compensation to the Design-Builder in the amount of the costs actually incurred by the Design-Builder, provided written notice of such delay has been provided to Owner within five (5) days after Design-Builder becomes aware of any such delay.

§ 8.2.7 Notwithstanding any other provision of the Contract Documents, to the extent the Work is delayed due to the fault or neglect of the Design-Builder, but there is a Concurrent Delay attributable to the Owner, the Design-Builder shall not be entitled to a Change Order for additional costs on account thereof, but shall only be entitled to a Change Order extending the time for Substantial Completion of the Work and the Final Completion Date.

§ 8.2.8 Design-Builder has already accounted for ordinary weather impacts and rain delays ("Ordinary Adverse Weather"), and no extensions of time will be granted because of days lost to adverse weather conditions except as expressly provided herein. Design-Builder will not include in its schedule delays for Rain Days and delays for named tropical storms or hurricanes that necessitate the complete stoppage of work at the Project (tropical storm and hurricane days are hereinafter "Wind Days"). A "Rain Day" is any day in which rain, adverse weather, an inclement weather event, or other weather-related delays occur at the Project site and is sufficient to cause a delay in the critical path for at least three (3) consecutive hours. Accordingly, to the extent two (2) Rain Days occur in a given work week (Monday through Saturday), Design-Builder shall not be able to claim any additional time or costs. To the extent more than two (2) Rain Days occur in any given work week beyond the above thresholds or the Project is impacted by Wind Days, any day beyond the second Rain Day in a work week and any day the Project is impacted by Wind Days, shall constitute an adverse weather condition not reasonably anticipated, and Design-Builder shall be entitled to an equitable extension of the Contractor Time and an adjustment in the Contract Sum solely for the Applicable Extended General Conditions and limited to the time that actually impacts the Critical Path. However, prior to entitlement to an adjustment in Contract Sum under this section, Design-Builder shall make all reasonable efforts to mitigate costs and perform work possible during the Rain Day.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as the documents listed in Section 2.2.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

(Paragraphs deleted)

§ 9.4 Issuance of Payment

The Owner shall issue payment in accordance with Section 2.2 of this Agreement in the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner determines it will not make payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible, as well as losses caused by third parties that the Contractor is responsible for, because of

- .1 defective Work or non-conforming Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding payments are removed, payments will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered. If such rights shall be exercised by the Owner, then such amount shall be credited against any payment due to the Design-Builder hereunder and the Owner shall be relieved and released from the obligation to make such payment to the Design-Builder and the Design-Builder shall be relieved and released as to the Owner from the obligation to make such payments to each Subcontractor paid by the Owner, but not from any of the other obligations and responsibilities of the Design-Builder to the Owner

under the Contract Documents. The Owner's reserved right to issue joint checks shall not be construed as imposing any obligation upon the Owner to do so. The Owner's exercise of its right to make payment by joint check to particular Subcontractors or suppliers shall not be construed as imposing any obligation upon the Owner to make such payments to other Subcontractors or suppliers. The Owner's exercise of its right to make payments by joint check to some or all Subcontractors or suppliers during particular pay periods shall not be construed as imposing any obligation upon the Owner to make such payments to such Subcontractors or suppliers for other pay periods.

§ 9.6 Progress Payments

§ 9.6.1 Subject to the satisfaction of all other conditions precedent, the Owner shall make payments in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by Section 218.735, Florida Statutes but in no event more than ten days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to directly contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.6.8 As an express condition precedent to the Owner's obligation to make any progress payment to the Design-Builder, the following conditions must be satisfied:

.1 the Design-Builder must provide a fully completed and executed Application for Payment using AIA Documents G702 and G703, or such other form as is approved by the Owner, based on the approved schedule of values, as well as an anticipated cost report indicating the costs anticipated to complete construction after giving effect to costs incurred during the previous month and project costs;

.2 the Design-Builder must provide a duly executed and notarized unconditional waiver and release of lien (and bond claims) upon progress payment, in Florida statutory form, from the Design-Builder and each Subcontractor and supplier who has performed work for or have provided labor, services or materials to the Project for which payment thereof has been made, effective through the last date the Owner has paid the Design-Builder;

.3 the Design-Builder must provide a duly executed and notarized waiver and release of lien (and bond claims) upon progress payment, in Florida statutory form, from the Design-Builder and each Subcontractor and supplier who has performed work for or have provided labor, services or materials to the Project for which payment thereof will be made, and conditioned only upon receipt of payment of the amount specified in the waiver and release of lien (and bond claims) effective through the date of the Design-Builder's current Application for Payment to be paid;

.4 approval and consent of surety if requested by the Owner;

.5 the Design-Builder must provide delivery tickets and/or other documents establishing that all materials, equipment and other personal property not yet incorporated into the Project but for which payment is sought are then situated on the Project site and secured in a manner acceptable to Owner, as well as a reasonable estimate of the amount, value and types of stored materials that will be stored onsite and offsite over the following sixty (60) days; and

.6 the Design-Builder must provide such other information, documentation, certifications, assurances, letters, affidavits, reports, and materials the Owner may reasonably require.

Design-Builder understands, covenants, and agrees that no payments will be made for work that (i) is defective and remains uncorrected, or (ii) departs from the Plans and Specifications not approved by Owner and remains uncorrected. Design-Builder shall be responsible for and bear the entire costs associated with correcting any such defective or nonconforming work to the reasonable satisfaction of Owner. Owner shall have the option of withholding, in addition to any retainage, additional proceeds in the amount of one hundred fifty percent (150%) of the costs to repair, replace or correct defects or nonconforming work to Owner's reasonable satisfaction. Owner shall be entitled to an offset from amounts otherwise due the Design-Builder, as a result of any costs it incurred in connection with repairs, replacements or corrections of defects or nonconforming work. The making of any payment shall not constitute a waiver of Owner's right to require compliance with this covenant with respect to any such defects or departures from the Plans and Specifications, nor shall it be deemed an approval of the work performed or materials furnished.

§ 9.7 Failure of Payment

(Paragraph deleted)

§ 9.7.1 If the Owner does not issue Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven (7) additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Design-Builder pursuant to the Contract Documents, such payment shall be made within ten (10) days after the Owner's written demand (unless a different time for such payment is expressly provided for in the Contract Documents). Notwithstanding anything in the Contract Documents to the contrary, if the Design-Builder fails to timely make any payment due the Owner or if the Owner incurs any costs and expenses to cure any default of the Design-Builder or to correct defective Work, the Owner shall have the right to offset such amount against the Contract Sum and may elect either to: (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Design-Builder from the Owner, or (ii) issue a written notice to the Design-Builder reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 The point in the project where the Design-Builder has completed 95% of the contract as a percentage of the original contract including the value of any approved supplemental agreements, and with the exception of punch list work, the project is ready for Owner's occupancy and use.

§ 9.8.1.1 When the Work has achieved Substantial Completion, the Owner will schedule an inspection of the Project with the Design-Builder's Project Manager. The purpose of this inspection will be to develop a final list of incomplete or deficient work, and the necessary completion of which will render complete, satisfactory, and acceptable the construction services purchased by the Town. This list of incomplete or deficient work is herein after referred to as "punch list work." The Design-Builder's Project Manager shall schedule the attendance of any required representatives of subcontractors or suppliers providing materials and services on the Project. The failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the Design-Builder to complete all of the construction services pursuant to the Contract. All items that require correction under the Contract and that are identified after the preparation of the punch list remain the obligation of the Design-Builder as defined by the Contract.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Final Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Final Completion. Substantial Completion will be determined by the authority having jurisdiction and is based on a Temporary Certificate of Occupancy.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents and any expenses incurred by Owner in correcting the Work or defects including but not limited to fees and charges of engineers, attorneys and other professionals, and any additional expenses incurred by Owner due to delays to others performing work under a separate contract with Owner. At Substantial Completion, the Owner shall release all outstanding retainage to the Design-Builder except for a sum equal to One Hundred Fifty percent (150%) of the reasonably estimated cost of completion any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items is likewise listed separately. Thereafter, the Owner shall pay to the Design-Builder, monthly, the amount retained for incomplete items as each of said items is completed.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon by both parties in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under

the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final payment.

(Paragraph deleted)

§ 9.10.2.1 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.2.2 As a condition to making final payment, in addition to receipt of a final Certificate of Occupancy, all other governmental approvals must have been issued and all other legal requirements must have been satisfied so as to allow the improvements to be used and operated in accordance with the Design-Build Documents, and all punch-list items shall have been completed in accordance with the Plans and Specifications and all legal requirements of the Design-Build Documents ("Final Completion"). In addition to the conditions precedent referenced in 9.10.2.1, final payment shall be made by the Owner to the Design-Builder only after:

- .1 the Design-Builder has fully performed the Contract, except for the Design-Builder's responsibility to correct Work as provided in Design-Build Documents, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Design-Builder has submitted a final Application for Payment;
- .3 intentionally omitted;
- .4 the Design-Builder has delivered to the Owner evidence that the Work has passed all requisite governmental inspections and approvals, and that all permits have been closed-out;
- .5 the Design-Builder has delivered to the Owner a complete indexed set, in hard copy and electronic copy, in such formats as required by the Owner, of all maintenance manuals, test and inspection reports, permits, and final certificates of completion or occupancy, as applicable, and third-party warranty documents applicable to the Work;
- .6 the Design-Builder has delivered all as-built Plans and Specifications certified by Architect and/or Engineer;
- .7 the Design-Builder has delivered to the Owner a duly executed and notarized Design-Builder's final payment affidavit in statutory form;
- .8 the Design-Builder has delivered to the Owner duly executed and notarized unconditional final waivers and releases of lien (and bond claims), in statutory form, from the Design-Builder and all Subcontractors and suppliers who have performed work for or have provided, labor, services or materials to the Project;
- .9 the Project is free from any liens and claims or assessments (actual or contingent) for any material, labor or other items furnished by the Design-Builder or its subcontractors and/or suppliers;
- .10 the Design-Builder has delivered to the Owner the consent to final payment from the surety issuing such bonds and any and all bonds from Design-Builder;
- .11 the Design-Builder has delivered to the Owner any and all other items required by the Design-Build Documents;
- .12 Owner receives a final Certificate of Occupancy and the Project has reached the stage of Final Completion;
- .13 intentionally omitted; and
- .14 the Design-Builder has delivered such other information, documentation, certifications, assurances, reports, affidavits, and materials as the Owner may reasonably require including, without limitation, completed AIA Form G704 (Certificate of Substantial Completion) and completed AIA Form G707 (Consent of Surety to Final Payment), if applicable.

Design-Builder understands, covenants, and agrees that final payment may be withheld if any work (i) is defective and remains uncorrected or (ii) departs from the Plans and Specifications not approved by Owner, and remains uncorrected. Design-Builder shall be responsible for and bear the entire costs associated with correcting any such defective or nonconforming work to the reasonable satisfaction of Owner. Owner shall have the option of withholding, in addition to any retainage, additional proceeds in the amount of one hundred fifty percent (150%) of the costs to repair, replace or correct defects or nonconforming work to Owner's reasonable satisfaction. Notwithstanding the foregoing, in the event Owner and Design-Builder agree, in writing, that an item of defective or non-conforming

Work shall be addressed under Design-Builder's warranty obligations and not as part of the punch list and close-out process, than Owner shall not be entitled to withhold funds pursuant to this provision because of said item. Owner shall be entitled to an offset from amounts otherwise due the Design-Builder, as a result of any costs it incurred in connection with repairs, replacements or corrections of defects or nonconforming work. The making of final payment shall not constitute a waiver of Owner's right to require compliance with this covenant with respect to any such defects or departures from the Plans and Specifications, nor shall it be deemed an approval of the work performed or materials furnished.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner against the Design Builder except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents;
- .3 terms of special warranties required by the Design-Build Documents;
- .4 latent defects or any other defect or incomplete Work which is not readily apparent at the time Final Payment is made;
- .5 Design Builder's warranty obligations, including to repair or correct any Work or materials that prove defective as a result of faulty materials, equipment or workmanship; or
- .6 insurance, indemnity, defense and hold harmless obligations required by the Design Build Documents; or
- .7 the failure to reach Substantial Completion or complete the Project within the time specified in the Design Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, statues, art or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and immediately report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. Nothing contained in this provision shall be deemed or otherwise interpreted as waiving the Owner's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits as set forth in section 768.28, Florida Statutes, by contract or law.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred. Nothing contained in this provision shall be deemed or otherwise interpreted as waiving the Owner's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits as set forth in section 768.28, Florida Statutes, by contract or law.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor for which the Design-Builder is not responsible, in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of the specific such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9. Any such correction by the Owner shall not limit any other remedy available to the Owner under this Contract.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. Additionally, the one-year period shall not begin to run on nonconforming Work identified at the time of Substantial Completion (in writing), until the nonconformance is corrected and accepted by Owner.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service. Nothing contained in this provision shall be deemed or otherwise interpreted as waiving the Owner'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, by contract or law.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this

Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2. Nothing contained in this provision shall be deemed or otherwise interpreted as waiving the Owner'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, by contract or law.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven (7) days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, so long as the suspension was proper under this section 13.1.1. Before resuming the work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project due to no fault of the Design-Builder, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Design-Builder for the Owner's convenience and without cause. Both parties acknowledge and agree that the notice provision herein provides adequate consideration for the Owner's ability to terminate under this section 13.1.5.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3** Because the Owner has not issued Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment within the time stated in the Design-Build Documents; or
- .4** The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than one hundred (100) percent of the total number of days scheduled for completion, or One hundred and twenty (120) days in any Three hundred and sixty-five (365) day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven (7) days' written notice to the Owner, terminate the Contract and recover from the Owner, as the Design-Builder's sole monetary remedy, payment (to the

extent not previously paid) for Work executed and Design Builder's actual direct costs incurred by reason of such termination. Under no event shall the Design-Builder be entitled to claim any special or consequential damages, including loss of anticipated overhead and profit on work not performed, which claim is hereby expressly waived by the Design-Builder. Nothing contained in this provision shall be deemed or otherwise interpreted as waiving the Owner'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, by contract law.

§ 13.2.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials, or repeatedly fails to meet the contract schedule so as to endanger timely performance of the critical path activities;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is adjudged a bankrupt, or if he makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of this insolvency; or
- .6 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect and Owner's consultants' services and expenses made necessary thereby, , and other damages incurred by the Owner, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Design-Builder shall cooperate with the Owner in good faith to protect the Work during the period of any suspension and minimize the Cost of Work that accrues during the period of suspension.

§ 13.2.3.2 The Design-Builder shall promptly recommence the Work upon written notice from Owner directing Design-Builder to resume the Work. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1 and limited to the extent of impact on the Critical Path. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.3.3 When all or a portion of the Work is suspended for any reason, the Design-Builder shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract, in whole or in part, for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment (to the extent not previously paid) for Work executed, and direct costs necessarily incurred by reason of such termination. Under no event shall the Design-Builder be entitled to claim any special or consequential damages, including loss of anticipated overhead and profit on work not performed, which claim is hereby expressly waived by the Design-Builder.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Article 14 does not require the Owner to file a Claim in order to impose liquidated damages or institute a lawsuit seeking damages for Design Builder's failure to reach Substantial Completion or completion of the Project within the time specified in the Design Build Documents.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than the prevailing statute of limitations/repose in the jurisdiction where the Work is located. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** Except as provided in Section 6.3, a change in the Contract Time shall be accomplished only by a Change Order and pursuant to the claims procedures in Article 6. Claims for increases in the Contract Sum as a result of a Construction Change Directive issued pursuant to Section 6.3 shall be addressed in accordance with the terms of Section 6.3.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 Except as provided in Section 6.3, a change in the Contract Sum shall be accomplished only by a Change Order and pursuant to the claims procedures in Article 6. Claims for an adjustment of the Contract Time as a result of a Construction Change Directive issued pursuant to Section 6.3 shall be addressed in accordance with the terms of Section 6.3.

(Paragraph deleted)

§ 14.1.6.3 The imminent threat of a hurricane or severe inclement weather event that may impact the Project for multiple days including time to secure the Project site shall constitute compensable delay that cannot be reasonably anticipated by Design-Builder. In the event a severe weather warning is issued for the area where the Project is located, construction activities will cease and the job site will be secured. Construction activities will restart within 72 hours of the warning being lifted, so long as roads are clear, utilities have been restored, fuel is available, and the area surrounding the job site is clear of debris. The time period between the start of the warning and the time when construction activities restart after the warning shall constitute a compensable delay for which the Design-Builder shall be entitled to an extension of the Contract Time and an equitable adjustment in the Contract Sum pursuant to and under the conditions of Article 8. However, prior to entitlement to an adjustment in Contract Sum under this section, Design-Builder shall make all reasonable efforts to mitigate costs and perform work possible during any inclement weather.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to:

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents. Nothing contained in this provision shall be deemed or otherwise interpreted as waiving the Owner's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set § 14.2.1 forth in section 768.28, Florida Statutes, by contract or law. Additionally, and notwithstanding anything to the contrary herein, the parties expressly acknowledge and agree that this waiver of claims for consequential damages does not apply to any damages, liabilities, costs or expenses covered by insurance required to be maintained pursuant to the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 and Owner's claim for damages for Contractor's failure to reach Substantial Completion or completion of the Project within the time specified in the Design Build Documents, , unless thirty (30) days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten (10) days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten (10) days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten (10) days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten (10) days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting

data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within thirty (30) days from the date of an initial decision, demand in writing that the other party file for mediation within sixty (60) days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding litigation.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation before a mediator knowledgeable about construction and in accordance with Chapter 44, Florida Statutes. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon in writing signed by both parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

(Paragraphs deleted)

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located .

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents

reasonably required to facilitate assignment to a lender, the Design-BUILDER, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least fourteen (14) days prior to execution. The Design-BUILDER, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail, or by overnight delivery, or by courier service providing proof of delivery to, the last business address known to the party giving notice.

To the Owner:
Roger Held and Bill Grieve
Town of Jupiter 210 Military Trail
Jupiter, FL 33458

To the Town Attorney:
Thomas J. Baird, Town Attorney
Town of Jupiter 210 Military Trail
Jupiter, FL 33458
(561) 741-2214
tbaird@jones-foster.com

To the Architect:
Robert Castrovinci
Song & Associates, Inc.
1545 Centrepark Drive North
West Palm Beach, FL 33401
(561) 655-2423 x114
RCastrovinci@songandassociates.com

To the Design-BUILDER:
Derek Wolfhope
Senior Vice President of Operations
Kaufman Lynn Construction, Inc.
3185 South Congress Avenue
Delray Beach, FL 33445
dwolfhope@kaufmanlynn.com
(561) 361-6700

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-BUILDER shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-BUILDER shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-BUILDER shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-BUILDER.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, and the Public Records laws in Chapter 119, Florida Statutes, as further defined in the Local Government Addendum A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 15.9 Contingency

In preparing the Design-Build Proposal, Design-Builder shall include and separately identify a contingency for the Design-Builder's exclusive use, but mutually agreed upon for expenditure by Owner and Design-Builder, to cover those reimbursable costs that arise after the execution of the Design-Build Amendment that are not included in a Change Order (the "Design-Builder's Contingency"). The Design-Builder's Contingency is intended to pay for unanticipated and unforeseeable costs which may arise during the Project, including but not limited to, design omissions, buyout overruns, estimate errors, actual costs caused by the default or bankruptcy of a Subcontractor, Design-Builder's field coordination issues along with other expenses incurred during the performance of the Work. The Design-Builder shall submit to the City reasonable back-up documentation supporting the Design-Builder's use of Contingency on a monthly basis as part of the Design-Builder's monthly billing. Design-Builder's Contingency shall not be used to fund costs that are the basis for a Change Order such as unforeseen conditions; changes in scope; material changes in systems, kinds and quality of materials, finishes or equipment; municipality requirements above and beyond code requirements; or other causes of increased costs for which the Design-Build Documents provide a basis for adjustment of the Contract Sum via Change Order or Construction Change Directive.

During buy-out, the amount of the Design-Builder's Contingency shall be increased or decreased by the subcontract and purchase order amounts when adjusted for the original estimate line items, as compared to the amounts set forth in the Design-Build Amendment. Buyout savings shall be evaluated on an aggregate basis, meaning that savings from the favorable buy-out of one line item can be used to offset buy-out losses on another line item before the overall calculation of Buyout savings is performed. As line items are bought out, any excess amount for comparable scope not needed to perform such line item shall be transferred to the Design-Builder's Contingency line item and any overrun on such line item shall be transferred from the Design-Builder's Contingency line item to the line item which is incurring an overrun. Notwithstanding the foregoing, any increase in Design-Builder's Contingency due to Design-Builder generated subcontractor buy-out may be used, upon agreement by Owner and Design-Builder, to fund actual costs caused by the default or bankruptcy of a subcontractor. However, prior to any expenditure from the Design-Builder's Contingency related to a subcontractor default, or any other event for which insurance or bond may provide reimbursement or coverage, Design-Builder will make good faith, reasonable efforts to obtain subcontractor performance and/or recovery from insurance or surety. Upon Final Completion of the entire portion of the Project, if the total collective Contract Sum for that portion of the Project is less than the total Guaranteed Maximum Price for that portion of the Project (including any unused portions of the Developer's Contingency), subject to adjustment in accordance with the Contract Documents, then the difference shall be considered to be a "Savings." Any available Savings shall be split equally (50% to Owner and 50% to Contractor) following Final Completion of each respective portion of the Project. Notwithstanding the foregoing, any Savings incurred due to reductions in the scope of the Work, Savings incurred due to value engineering, Savings incurred due to unused allowance item amounts, and Savings incurred due to unused Owner contingency shall be credited to Owner one hundred percent (100%) (as a deductive Change Order reducing the Guaranteed Maximum Price)

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment(s), if executed
- .3

(Paragraphs deleted)

Exhibit B, Local Government Addendum

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)



AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 7 day of May in the year 2025 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Cinquez Fire Station
2197 W. Indiantown Road
Jupiter, Florida 33458

THE OWNER:

(Name, legal status and address)

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

THE DESIGN-BUILDER:

(Name, legal status and address)

Kaufman Lynn Construction, Inc.
3185 South Congress Avenue
Delray Beach, FL 33445

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

☐ Stipulated Sum, in accordance with Section A.1.2 below

☐ Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

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User Notes:

(1634)58833)

- [X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 Intentionally Deleted.

(Table deleted)

(Paragraphs deleted)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 Intentionally Deleted.

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

Per terms of the A141 Design Build Agreement

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Eight Million, Five Hundred Seventy-Seven Thousand, One Hundred Seventeen Dollars (\$ 8,577,117.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

Per terms of the A141 Design Build Agreement

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

See attached Exhibit ["C: GMP Summary"; & "D: GMP Detail Estimate"]

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

See attached Exhibit []

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Init.

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User Notes:

(1634258833)

See attached Exhibit ["E: Design Builder's Clarifications & Assumptions"; & "F: Value Engineering"; & "G: Low Voltage Matrix"; & "H: FFE Responsibility Matrix"]

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 Within twenty (20) business days (twenty-five (25) business days if Owner's Representative's review is performed) after receipt of the progress invoice and subject to the satisfaction of all other conditions precedent referenced in Article 9 of the Agreement, Owner shall pay Design-Builder the full amount of the undisputed invoice pursuant to this section. However, if Owner objects to all or any portion of any invoice, it shall notify Design-Builder within twenty (20) business days from receipt of invoice of its objections. If the pay application is returned to the Design-Builder, Design-Builder shall make all necessary corrections promptly and re-submit the Application for review which, if all corrections are made, will be paid no later than ten (10) business days after receipt. If the payment amount is disputed, Owner will pay only that portion of the invoice that is not in dispute. The parties shall make efforts to settle the disputed portion of an invoice, and if efforts fail, Design-Builder shall comply with Section A.1.5.1.2.1.

(Paragraphs deleted)

§ A.1.5.1.2.1 If the Design-Builder disputes a refusal to recommend payment of an Application for Payment or a final Application for Payment (including a refusal to recommend payment of a corrected Application for Payment or final Application for Payment) or the Owner's refusal to make payment of an Application for Payment or a final Application for Payment, the Design-Builder shall, within seven (7) days of receipt of the notice of refusal, give Owner written notice of its dispute of the determination. The Design-Builder's notice shall state with specificity the nature of the dispute and shall provide supporting documentation and information demonstrating the validity of the Design-Builder's claim. The Owner will review the claim and the response thereto, and, at his/her option meet with the Design-Builder and/or agent of the Owner to discuss the dispute, and shall provide the Design-Builder with his/her determination of the validity of the Design-Builder's claim, which shall constitute final action on behalf of the Owner. The review of the claim shall be commenced no later than forty-five (45) days after the date on which the payment request, as defined in §218.72 Florida Statutes, was received either by the Owner or its designated agent and shall be concluded by final decision of the Owner no later than sixty (60) days after the date on which the payment request, as defined in §218.72 Florida Statutes, was received.

§ A.1.5.1.2.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner. Notwithstanding the foregoing or anything else in the Design-Build Documents to the contrary, the Design-Builder may withhold or reduce downstream payment, per the terms of their subcontracts, because of a good faith dispute and/or nonperformance by a subcontractor.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a

detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Intentionally Deleted.

(Paragraphs deleted)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Intentionally Deleted.

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of five percent (5 %) except that no retainage shall be withheld by the Owner for Design-Builder's lump sum general conditions, liability insurance costs, SDI costs (if any), builder's risk insurance costs (if provided by Design-Builder) or bond costs. The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Intentionally Deleted.
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, subject to the limitations of certain stipulated rates being not auditable as provided elsewhere herein, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than May 1st 2026 (359) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

See attached Exhibit ["I: Schedule"]

Portion of Work**Substantial Completion Date**

May 1st 2026

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Per terms of the A141 Design Build Agreement

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See attached Exhibit ["Exhibit B-M"]	Various		

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See attached Exhibit ["Exhibit J: Project Specifications"]

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Init.

See attached Exhibit ["Exhibit K: Drawings", & "Exhibit L: VE Drawings"]

Number	Title	Date
§ A.3.1.4	The Sustainability Plan, if any: <i>(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)</i>	

Title	Date	Pages
Other identifying information:		

§ A.3.1.5 Allowances and Contingencies:
(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

- .1 Allowances
See attached Exhibit []
- .2 Contingencies
See attached Exhibit ["C: GMP Summary"]

§ A.3.1.6 Design-Builder’s assumptions and clarifications:
See attached Exhibit ["E: Design Builder’s Clarifications & Assumptions"]

§ A.3.1.7 Deviations from the Owner’s Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder’s key personnel are identified below:
(Identify name, title and contact information.)

- .1 Superintendent
- .2 Project Manager

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

ARTICLE A.5 COST OF THE WORK**§ A.5.1 Cost To Be Reimbursed as Part of the Contract**

Items of Work not included in this Article A.5 are compensable only as part of Design-Builder's Fee and are otherwise not reimbursable. Further, there shall be no duplication of Costs of the Work by including the same costs in multiple line items of Applications for Payment. For instance, in no event shall an item that is included or is required to be included in the General Conditions Costs be included as a separate "Cost of the Work", and the Design-Builder shall not charge for costs included in General Conditions Costs as a separate Cost of the Work in an Application for Payment.

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Design-Builder's labor costs will include those categories identified in Design-Builder's General Conditions Costs Breakdown which shall be attached to the Design-Build Amendment. In some instances, the General Conditions Costs Breakdown may identify stated hourly wages and rates for certain categories of expense and personnel. Design-Builder's General Conditions Costs shall be included within the overall GMP as a non-auditable, lump sum amount, and shall be administered accordingly. Design-Builder's General Conditions Costs shall be paid on a monthly basis based on the percentage of Work completed that month. Note that any additional cost exceeding the GMP must be approved in writing by the Owner under this or any other Article within the Agreement.

§ A.5.1.1.2

(Paragraphs deleted)
Intentionally Deleted.

§ A.5.1.1.3 Stipulated wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are included in the non-auditable, stipulated wage rates set forth in the Design-Build Amendment.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.1.6 Design and Construction Administration Fees for additional work or changes to the Project authorized by Change Order or Construction Change Directive.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors, Subcontractors and suppliers in accordance with the requirements of their subcontracts, including costs for payment and performance bond premiums, if any.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ **A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ **A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ **A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ **A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ **A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1** If not placed by Owner outside the GMP, premiums and deductibles for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Insurance and Bond amounts (including Design-Builder's Commercial General Liability; Completed Operations and Property Damages, and other insurance coverages carried by Design-Builder) at the following approved and allowed non-auditable Lump Sum rates: Design-Builder's Insurance at 1.98% of the GMP (this Lump Sum rate does not include costs of builder's risk, NFIP flood, applicable excess flood or applicable deductible buy-down insurance policies) of the GMP; Design-Builder's Insurance's public construction bond 100% of the GMP, which said rates shall not be subject to audit once the GMP has been established at the rate of 1.15% of the GMP; Subcontractor Default Insurance Costs ("SDI") shall be billed at the stipulated, non-auditable rate of [] percent of the GMP. Uncovered costs or expenses as a result of a claim for a loss being subject to a coverage deductible, self-insured retention, coverage exclusion, exhaustion of sub-limits, settlement valuation clause, coverage limitation or coinsurance clause penalty, shall be included in the GMP as a reimbursable allowance. In the event any portion of this provision conflicts with any other section in this Agreement, this Section A.5.1.5.1 shall govern as respects to a reimbursable allowance in the GMP.

§ **A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable, which shall be included as Allowances in the GMP for each respective portion of the Project.

§ **A.5.1.5.3** To the extent not paid for directly by Owner outside of the Guaranteed Maximum Price, fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ **A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.6.4 Tariffs, imposed by a governmental entity, that are related to the Work and not in place at the time of execution of this Agreement pursuant to the terms of the GMP Amendment. Notwithstanding anything else in the Design-Build Documents to the contrary, it is agreed and acknowledged that the GMP amount is based on material prices as of the date of this Agreement is fully executed. Due to 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 that are not known as the date of this Agreement and not factored into the Cost of the Work due to tariffs. It is understood that any material price increase or escalation after the execution of this Agreement specifically due to tariffs (including a trade war), that Design-Builder demonstrates, will entitle Design-Builder to a price increase, which shall be based on the price of the material or supply at the time this Agreement is executed and the cost of the material or supply at the time ordered. Design-Builder shall be required to provide written notice to the Owner within seven (7) days upon learning of the price increase and shall furnish all associated back-up substantiating the increase in price. If Owner disputes the basis and/or the amount of the price increase, Design-Builder may submit a Claim pursuant to the Design-Build Documents.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any

person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as included in Design-Builder's lump sum general conditions costs;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except to the extent that amounts remain in the Design-Builder's Contingency, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)



AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 7 day of May in the year 2025 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Piatt Place Fire Station
500 N. US 1
Jupiter, Florida 33477

THE OWNER:

(Name, legal status and address)

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

THE DESIGN-BUILDER:

(Name, legal status and address)

Kaufman Lynn Construction, Inc.
3185 South Congress Avenue
Delray Beach, FL 33445

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

☐ Stipulated Sum, in accordance with Section A.1.2 below

☐ Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

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User Notes:

(1466164311)

- [X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 Intentionally Deleted.

(Table deleted)

(Paragraphs deleted)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 Intentionally Deleted.

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

Per terms of the A141 Design Build Agreement

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Eight Million, Six Hundred Fifty-Four Thousand, Seven Hundred Thirty-Eight Dollars (\$ 8,654,738.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

Per terms of the A141 Design Build Agreement

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

See attached Exhibit ["C: GMP Summary"; & "D: GMP Detail Estimate"]

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

See attached Exhibit []

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Init.

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User Notes:

(1466264311)

See attached Exhibit ["E: Design Builder's Clarifications & Assumptions"; & "F: Value Engineering"; & "G: Low Voltage Matrix"; & "H: FFE Responsibility Matrix"]

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 Within twenty (20) business days (twenty-five (25) business days if Owner's Representative's review is performed) after receipt of the progress invoice and subject to the satisfaction of all other conditions precedent referenced in Article 9 of the Agreement, Owner shall pay Design-Builder the full amount of the undisputed invoice pursuant to this section. However, if Owner objects to all or any portion of any invoice, it shall notify Design-Builder within twenty (20) business days from receipt of invoice of its objections. If the pay application is returned to the Design-Builder, Design-Builder shall make all necessary corrections promptly and re-submit the Application for review which, if all corrections are made, will be paid no later than ten (10) business days after receipt. If the payment amount is disputed, Owner will pay only that portion of the invoice that is not in dispute. The parties shall make efforts to settle the disputed portion of an invoice, and if efforts fail, Design-Builder shall comply with Section A.1.5.1.2.1.

(Paragraphs deleted)

§ A.1.5.1.2.1 If the Design-Builder disputes a refusal to recommend payment of an Application for Payment or a final Application for Payment (including a refusal to recommend payment of a corrected Application for Payment or final Application for Payment) or the Owner's refusal to make payment of an Application for Payment or a final Application for Payment, the Design-Builder shall, within seven (7) days of receipt of the notice of refusal, give Owner written notice of its dispute of the determination. The Design-Builder's notice shall state with specificity the nature of the dispute and shall provide supporting documentation and information demonstrating the validity of the Design-Builder's claim. The Owner will review the claim and the response thereto, and, at his/her option meet with the Design-Builder and/or agent of the Owner to discuss the dispute, and shall provide the Design-Builder with his/her determination of the validity of the Design-Builder's claim, which shall constitute final action on behalf of the Owner. The review of the claim shall be commenced no later than forty-five (45) days after the date on which the payment request, as defined in §218.72 Florida Statutes, was received either by the Owner or its designated agent and shall be concluded by final decision of the Owner no later than sixty (60) days after the date on which the payment request, as defined in §218.72 Florida Statutes, was received.

§ A.1.5.1.2.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner. Notwithstanding the foregoing or anything else in the Design-Build Documents to the contrary, the Design-Builder may withhold or reduce downstream payment, per the terms of their subcontracts, because of a good faith dispute and/or nonperformance by a subcontractor.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a

detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Intentionally Deleted.

(Paragraphs deleted)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Intentionally Deleted.

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of five percent (5 %) except that no retainage shall be withheld by the Owner for Design-Builder's lump sum general conditions, liability insurance costs, SDI costs (if any), builder's risk insurance costs (if provided by Design-Builder) or bond costs. The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Intentionally Deleted.
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, subject to the limitations of certain stipulated rates being not auditable as provided elsewhere herein, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than May 1st 2026 (359) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

See attached Exhibit ["I: Schedule"]

Portion of Work**Substantial Completion Date**

May 1st 2026

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Per terms of the A141 Design Build Agreement

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See attached Exhibit ["Exhibit B-M"]	Various		

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See attached Exhibit ["Exhibit J: Project Specifications"]

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

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See attached Exhibit ["Exhibit K: Drawings", & "Exhibit L: VE Drawings"]

Number	Title	Date
§ A.3.1.4 The Sustainability Plan, if any: <i>(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)</i>		

Title	Date	Pages
Other identifying information:		

§ A.3.1.5 Allowances and Contingencies:
(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

See attached Exhibit []

.2 Contingencies

See attached Exhibit ["C: GMP Summary"]

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See attached Exhibit ["E: Design Builder's Clarifications & Assumptions"]

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

.1 Superintendent

.2 Project Manager

Init.

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

ARTICLE A.5 COST OF THE WORK**§ A.5.1 Cost To Be Reimbursed as Part of the Contract**

Items of Work not included in this Article A.5 are compensable only as part of Design-Builder's Fee and are otherwise not reimbursable. Further, there shall be no duplication of Costs of the Work by including the same costs in multiple line items of Applications for Payment. For instance, in no event shall an item that is included or is required to be included in the General Conditions Costs be included as a separate "Cost of the Work", and the Design-Builder shall not charge for costs included in General Conditions Costs as a separate Cost of the Work in an Application for Payment.

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Design-Builder's labor costs will include those categories identified in Design-Builder's General Conditions Costs Breakdown which shall be attached to the Design-Build Amendment. In some instances, the General Conditions Costs Breakdown may identify stated hourly wages and rates for certain categories of expense and personnel. Design-Builder's General Conditions Costs shall be included within the overall GMP as a non-auditable, lump sum amount, and shall be administered accordingly. Design-Builder's General Conditions Costs shall be paid on a monthly basis based on the percentage of Work completed that month. Note that any additional cost exceeding the GMP must be approved in writing by the Owner under this or any other Article within the Agreement.

§ A.5.1.1.2

(Paragraphs deleted)
Intentionally Deleted.

§ A.5.1.1.3 Stipulated wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are included in the non-auditable, stipulated wage rates set forth in the Design-Build Amendment.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.1.6 Design and Construction Administration Fees for additional work or changes to the Project authorized by Change Order or Construction Change Directive.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors, Subcontractors and suppliers in accordance with the requirements of their subcontracts, including costs for payment and performance bond premiums, if any.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 If not placed by Owner outside the GMP, premiums and deductibles for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Insurance and Bond amounts (including Design-Builder's Commercial General Liability; Completed Operations and Property Damages, and other insurance coverages carried by Design-Builder) at the following approved and allowed non-auditable Lump Sum rates: Design-Builder's Insurance at 1.98% of the GMP (this Lump Sum rate does not include costs of builder's risk, NFIP flood, applicable excess flood or applicable deductible buy-down insurance policies) of the GMP; Design-Builder's Insurance's public construction bond 100% of the GMP, which said rates shall not be subject to audit once the GMP has been established at the rate of 1.15% of the GMP; Subcontractor Default Insurance Costs ("SDI") shall be billed at the stipulated, non-auditable rate of [] percent of the GMP. Uncovered costs or expenses as a result of a claim for a loss being subject to a coverage deductible, self-insured retention, coverage exclusion, exhaustion of sub-limits, settlement valuation clause, coverage limitation or coinsurance clause penalty, shall be included in the GMP as a reimbursable allowance. In the event any portion of this provision conflicts with any other section in this Agreement, this Section A.5.1.5.1 shall govern as respects to a reimbursable allowance in the GMP.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable, which shall be included as Allowances in the GMP for each respective portion of the Project.

§ A.5.1.5.3 To the extent not paid for directly by Owner outside of the Guaranteed Maximum Price, fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.6.4 Tariffs, imposed by a governmental entity, that are related to the Work and not in place at the time of execution of this Agreement pursuant to the terms of the GMP Amendment. Notwithstanding anything else in the Design-Build Documents to the contrary, it is agreed and acknowledged that the GMP amount is based on material prices as of the date of this Agreement is fully executed. Due to 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 that are not known as the date of this Agreement and not factored into the Cost of the Work due to tariffs. It is understood that any material price increase or escalation after the execution of this Agreement specifically due to tariffs (including a trade war), that Design-Builder demonstrates, will entitle Design-Builder to a price increase, which shall be based on the price of the material or supply at the time this Agreement is executed and the cost of the material or supply at the time ordered. Design-Builder shall be required to provide written notice to the Owner within seven (7) days upon learning of the price increase and shall furnish all associated back-up substantiating the increase in price. If Owner disputes the basis and/or the amount of the price increase, Design-Builder may submit a Claim pursuant to the Design-Build Documents.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any

person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as included in Design-Builder's lump sum general conditions costs;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except to the extent that amounts remain in the Design-Builder's Contingency, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)

"EXHIBIT B: Local Govt Addendum"**Exhibit B – LOCAL GOVERNMENT ADDENDUM**

The Design-Builder acknowledges that the Town of Jupiter (hereinafter "Owner" or "Town") is a local government, and thus, subject to certain rules, regulations, and requirements. The parties agree that this Local Government is part of the Design-Build Agreement by the parties. The parties further agree that if there is a conflict between this Local Government Addendum and any other document contained in this Contract, including any attachment or Exhibit, that this Local Government Addendum controls.

SECTION I
INSURANCE AND BOND

The Design-Builder 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 the Owner's review or acceptance of insurance maintained by the Design-Builder are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Design-Builder under the Contract.

The parties agree and recognize that it is not the intent of the Town of Jupiter 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 Town of Jupiter and the Town shall not be obligated to provide any insurance coverage other than for the Town of Jupiter 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 Town of Jupiter as an additional insured under any other insurance policy or otherwise protect the interests of the Town of Jupiter as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Design-Builder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and 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 the Contractor qualify its employee(s) for benefits under Federal Workers' Compensation 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 Design-Builder 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) (or equivalent if not available) 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 the Owner or completion of the

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 Owner. 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, Professional Liability and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the Town of Jupiter, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability, Business Automobile, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"Town of Jupiter, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the Owner prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to Town of Jupiter, Attn: Roger Held (ROGERH@JUPITER.FL.US) 210 MILITARY TRAIL, JUPITER, FL 33458. In the event that the statutory liability of the Owner is amended during the term of this Contract to exceed the above limits, the Design-Builder shall be required, upon thirty (30) days written notice by the Owner, to provide coverage at least equal to the amended statutory limit of liability of the Owner. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Design-Builder 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 Design-Builder does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Design-Builder 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. Pollution Liability Insurance: The Design-Builder shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. The Design-Builder's Pollution should be in force for no less than the entire term of the project and two (2) years extended Completed Operations. The Town of Jupiter shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the Owner. Coverage shall apply on a primary and non-contributory basis.
6. Professional Liability Insurance: The Design-Builder 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 \$250,000, the Owner reserves the right, but is not obligated, to review and request a copy of the Design-Builder's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Design-Builder 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, the Design-Builder 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.

7. Builder's Risk Insurance: The Town shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). The Builder's Risk policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials, and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations, and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire; lightning; windstorm/and hail; theft (including theft of materials, whether or not attached to any structure); vandalism and malicious mischief; flood; earthquake; collapse; and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the Design-Builder.

The "ALL RISK" Builder's Risk Insurance must also cover: soft costs, including additional advertising/promotional; additional license and permit fees; additional legal/accounting fees; insurance premiums, including builder's risk; 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.

This policy must include insurance for the Town of Jupiter, the Design-Builder, Subcontractors, Architect/Engineer, and Consultants for their interest in covered property.

The Town is responsible for all deductibles, including without limitation, those for windstorms or flood; *provided* however, that to the extent a loss covered by the Builder's Risk policy arises from the acts or omissions of Design-Builder, its Subcontractors, or anyone for whom which they are responses, then the Town shall be entitled to seek reimbursement from Design-Builder for that portion of the loss up to an amount not to exceed \$25,000.00.

8. Waiver of Subrogation: By entering into this Contract, the Design-Builder and Town agree 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 the Town or Design-Builder 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 the Design-Builder or Town enter into such a contract on a pre-loss basis..
9. Deductibles: Except for Builder's Risk deductibles, all other deductible amounts shall be paid for and be the responsibility of the Design-Builder for any and all claims under this Contract. Where an SIR or deductible exceeds \$25,000 for general liability, \$250,000 for pollution liability, the Owner reserves the right, but is not obligated, to review and request a copy of the Design-Builder's most recent annual report or audited financial statement.

It shall be the responsibility of the Design-Builder 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 the Owner or completion of the Contract. Notwithstanding the foregoing, only those subcontractors whose scopes of work include the providing of professional

services may be required to provide professional liability insurance as set forth above. With respect to pollution liability coverage, only subcontractors responsible for the mechanical, plumbing, electrical, civil/sitework, roofing, exterior windows/glazing, painting, or fire sprinklers may be required to provide pollution coverage. Limits for the subcontractor pollution liability coverage will be agreed upon by Design-Builder and the Town on a case-by-case basis. It shall be the responsibility of the Design-Builder to obtain Certificates of Insurance from all contractors and subcontractors listing the Owner as an Additional Insured, without the language "when required by written contract". If the Design-Builder, any independent contractor and/or any subcontractor maintain higher limits than the minimums listed above, the Owner requires and shall be entitled to coverage for the higher limits maintained by the Design-Builder/independent contractor/subcontractor.

The Design-Builder 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, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the Owner shall be endorsed as an "Additional Insured."

The Owner, by and through its Risk Management Department, reserves the right, but is not obligated 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.

A failure on the part of the Design-Builder to execute the Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

The Design-Builder shall furnish a Public Construction Bond to the Town in an amount not less than one hundred percent (100%) of the GMP. The bond furnished by the Design-Builder shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the GMP is adjusted by Change Order executed by the Design-Builder, the penal sum of the bond shall be deemed increased by like amount. The bond furnished by the Design-Builder shall be in form required by the Town and in conformity with Section 255.05, Florida Statutes, shall be recorded in the Public Records of Palm Beach County before construction commences, and shall be executed by a surety, or sureties, reasonably suitable to the Town.

Notwithstanding anything to the contrary contained herein or elsewhere in the Design-Build Documents, Owner and Design-Builder agree that in lieu of Design-Builder requiring Subcontractors to provide payment and performance bonds, Design-Builder may, in its discretion, cause its Subcontractors to enroll in Design-Builder Subcontractor Default Insurance policy ("SDI Policy"). Design-Builder may, in its reasonable discretion, exclude any Subcontractor from enrollment in the SDI Policy, in which event, Design-Builder shall require such excluded Subcontractor to furnish payment and performance bonds. The stipulated percentage rate representing the cost of the premiums for securing Subcontractor performance under the SDI Policy, is set forth in the Design-Build Amendment. In the event Design-Builder requires a Subcontractor to provide a payment and performance bond in lieu of enrolling in the SDI Policy, then the cost of such bonds shall be included in the Guaranteed Maximum Price as a Cost of the Work pursuant to the Design-Build Amendment.

SECTION II SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the Owner'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 III **PUBLIC RECORDS**

The Design-Builder shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Design-Builder and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Design-Builder shall:

Keep and maintain public records required by the Owner to perform the services provided hereunder.

Upon request from the Owner's custodian of public records, provide the Owner 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.

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 term of this Agreement and following completion of this Agreement if the Design-Builder does not transfer the records to the Owner.

Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in the possession of the Design-Builder or keep and maintain public records required by the Owner to perform the service. If the Design-Builder transfers all public records to the Owner upon completion of the Agreement, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the Agreement, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

If the Design-Builder fails to comply with the requirements in this Section 11.5, the Owner may enforce these provisions in accordance with the terms of this Agreement. If the Design-Builder fails to provide the public records to the Owner within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE Design-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSTRUCTION MANAGER SHOULD CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS: 561-741-2669, ROGERH@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

SECTION IV **CONTRACTUAL RELATIONSHIP**

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 consultant contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither the Design-Builder nor any of the Design-Builder's agents, employees, subconsultants, or consultants shall become or be deemed to become agents, or employees of the Owner. The Design-Builder shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subconsultants, 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.

SECTION V **TERMINATION AND DELAYS**

Termination for Non-Appropriation - The Design-Builder acknowledges that the Owner is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the Owner reasonably determines that it does not have funds to meet its obligations under the Contract, the Owner will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

SECTION VI **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 the Contract, or related to the Contract, shall be in Palm Beach 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. Additionally, the parties do not elect binding arbitration under the Contract. Any provisions in the Contract relating to, mentioning, or involving binding arbitration are null and void.

SECTION VII **CONFLICT OF INTEREST**

The Owner acknowledges that the Design-Builder may be performing professional services for private developers within Palm Beach County, Florida. Should a conflict of interest arise between providing services to the Owner and/or other clients, the Design-Builder shall terminate its relationship with the other client to resolve the conflict of interest. The Town Manager shall determine whether a conflict of interest exists.

SECTION VIII **POLICY OF NON-DISCRIMINATION**

The Design-Builder shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. The Design-Builder 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 IX **CODE OF ETHICS**

Design-Builder 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.

SECTION X **SCRUTINIZED COMPANIES**

By entering into this Contract with the Owner, the Design-Builder certifies that it and those related entities of the Design-Builder as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The Owner may terminate this Contract if the Design-Builder or any of those related entities of the Design-Builder 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 Owner 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 Owner determine that the conditions set forth in § 287.135(4), Florida Statutes, are met.

SECTION XI
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Design-Builder agrees to comply with the statute, including:

1. The Design-Builder must register with and use the E-Verify system to verify the work authorization status of all new employees of the Design-Builder. The Design-Builder must provide Owner with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If the Design-Builder enters into a contract with a subcontractor, the Design-Builder must require each and every subcontractor to provide the Design-Builder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Design-Builder shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The Owner 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. The Design-Builder shall immediately terminate any contract with any subcontractor if the Design-Builder has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the Owner has, or develops, a good faith belief that any subcontractor of the Design-Builder knowingly violated section 448.09(1), Florida Statutes or any provision of section 448.095, Florida Statutes, the Owner shall promptly notify the Design-Builder and order the Design-Builder to immediately terminate the contract with the subcontractor.
5. The Owner 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 Owner terminates this Contract under this section, the Design-Builder may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. The Design-Builder is liable for any additional costs incurred by the Owner as a result of the termination of a contract.

6. The Owner, the Design-Builder, 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 shall be filed in St. Lucie County, as provided otherwise herein.

SECTION XII **AUDITS**

The Design-Builder shall establish and maintain a reasonable accounting system that enables the Owner to readily identify the Design-Builder'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; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Design-Builder shall permit the Owner'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 Design-Builder, including, but not limited to, those kept by the Design-Builder, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the Owner during normal business hours at the Design-Builder's office or place of business. Notwithstanding the foregoing or anything else in the Design-Build Documents to the contrary, the lump sum general conditions amount (including without limitation any Daily General Conditions Rate and stipulated wage rates for Design-Builder's personnel), stipulated liability insurance rate, builder's risk insurance rate, and bond rates agreed to by the parties in the Design-Build Amendment shall not be subject to audit other than to verify that the agreed upon rates have been properly applied. The Design-Builder shall not impose a charge for audit or examination of the Design-Builder's books and records. If an audit discloses incorrect billings or improprieties, the Owner reserves the right to charge the Design-Builder 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 Design-Builder's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the Owner's findings to the Design-Builder. Evidence of criminal conduct will be turned over to the proper authorities.

The Design-Builder shall also ensure the Owner has these rights with Design-Builder'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 Design-Builder and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Design-Builder's obligations to the Owner.

SECTION XIII **CONSTRUCTION**

The title of and the section and paragraph headings in this Contract for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each provision or this Contract as a whole. The use of the term "including" 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 shall mean the

version of the rule, law, statute, or ordinance applicable 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 no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XIV
SEVERABILITY

The parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory, or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof, causing such violation will be inoperative and the remainder of this Contract, as amended, will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

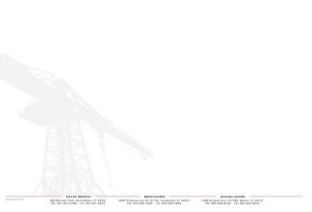
SECTION XV
NON-EXCLUSIVITY

The Design-Builder acknowledges and agrees that this Contract is non-exclusive.

SECTION XVI
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.

Project Data	
Project Name	Cinquez Fire Station - Building Final
Location	2183 W. Indiantown Rd. Jupiter 33458
Plan Set Date	
Gross Project Area (Square Feet)	14056
Gross AC Area (Square Feet)	0
Net Leaseable Area (Square Feet)	0
Building Efficiency (Percentage)	0%
Parking Garage Area (Square Feet)	0
Parking Garage Spaces	0
Parking Garage Efficiency (SF/Space)	0
Building Height (Stories)	0
Gross Site Area (Acres)	0
Schedule Duration (Months)	12

Estimate Deliverable	
Owner	
Architect	
Document Level	

Division Summary of Estimate					
Div	Description		Total Cost	\$ / GSF	% / Total
1.1	GENERAL REQUIREMENTS		\$ -	\$ -	0.00%
2	SITEWORK		\$ 417,780	\$ 29.72	4.87%
3	CONCRETE		\$ 1,139,920	\$ 81.10	13.29%
4	MASONRY		\$ -	\$ -	0.00%
5	METALS		\$ 515,742	\$ 36.69	6.01%
6	WOODS, PLASTICS AND COMPOSITES		\$ 59,684	\$ 4.25	0.70%
7	THERMAL AND MOISTURE PROTECTION		\$ 276,900	\$ 19.70	3.23%
8	DOORS AND WINDOWS		\$ 984,659	\$ 70.05	11.48%
9	FINISHES		\$ 842,697	\$ 59.95	9.82%
10	SPECIALTIES		\$ 90,378	\$ 6.43	1.05%
11	EQUIPMENT		\$ 58,300	\$ 4.15	0.68%
12	FURNISHINGS		\$ 13,106	\$ 0.93	0.15%
13	SPECIAL CONSTRUCTION		\$ -	\$ -	0.00%
14	CONVEYING SYSTEMS		\$ 105,000	\$ 7.47	1.22%
15	MECHANICAL		\$ 1,382,752	\$ 98.37	16.12%
15A	Fire Suppression (Breakout)	\$90,062			
15B	Plumbing (Breakout)	\$629,290			
15C	HVAC (Breakout)	\$663,400			
16	ELECTRICAL		\$ 1,296,469	\$ 92.24	15.12%
SUBTOTAL			\$ 7,183,387	\$ 511.05	83.75%
1	GENERAL CONDITIONS		\$ -	\$ -	0.00%
50	INSURANCE, TAXES & BONDS	Distribute?			
	Kaufman Lynn Insurance (Fixed Rate)	1.98% Yes	\$ 169,827	\$ 12.08	1.98%
	Builder's Risk Insurance - NIC	0.00% Yes	\$ -	\$ -	0.00%
	Builders Risk Insurance Deductible - NIC	0% No	\$ -	\$ -	0.00%
	Permit Fee (Allowance)	0.00% Yes	\$ 52,100	\$ 3.71	0.61%
	Owner Contingency	3.00% Yes	\$ 215,502	\$ 15.33	2.51%
	Contractor's Construction Contingency	3.00% Yes	\$ 215,502	\$ 15.33	2.51%
	Owner Direct Purchase Program (ODP)	-1.00% Yes	\$ (71,834)	\$ (5.11)	-0.84%
	Design CA Services	0.00% Yes	\$ 228,500	\$ 16.26	0.00%
SUBTOTAL			\$ 809,596	\$ 57.60	6.77%
	Contractor Overhead and Profit (Div 1 thru 50)	6.00% Yes	\$ 485,497	\$ 34.54	5.66%
	Contractor's Payment and Performance Bond (Fixed Rate)	1.15% Yes	\$ 98,637	\$ 7.02	1.15%
GRAND TOTAL (with VE)			\$ 8,577,117	\$ 610	97%

Cinquez Fire Station

May 7, 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. The site work, signal & vertical construction of the Cinquez Fire Station scope of work shall fall under the terms of the A141 Design Build Agreement, A141 Design- Build Amendment and Exhibit B- Local Govt Addendum.
2. No additional General Conditions or General Requirements costs are included in this GMP for the vertical phase of the Project, as that cost has been included and will be performed concurrently with the scope of work associated with the site and signal package which was previously approved in Supplemental Agreement 2.
 - a. General Conditions costs are lump sum and shall be billed each month based on the percentage completion of the project. The percentage completion shall be based on the net total cost completed to date of the sitework, signal and vertical cost of work including general requirements, bond, insurance, design build services (CA) cost and fee.
3. Full back up of General Requirements costs shall be provided with each monthly pay application.
4. The use of Design-Builder's Contingency shall be at the sole discretion of the Design-Builder, except for any one-time Design-Builder Contingency use valued over a Fifty-Thousand Dollars (\$50,000.00) threshold. Any Design-Builder Contingency use over this threshold shall be reviewed by the Owner for approval, however the Owner's approval shall not be unreasonably withheld. Design- Builder Contingency can only be transferred to fund General Conditions upon approval from the Owner.
5. The use of Owner's Contingency shall be subject to Owner review and approval.
6. The Design-Builder may transfer any unused Design-Builder Contingency, Buyout Savings or General Requirements, from Supplemental Agreement #2, to any other Supplemental Agreements that fall under this Prime Contract Agreement, such as the Vertical Phases of the Projects or Supplemental Agreement #3. These types of transfers may be performed to fund additional Design- Builder Contingency cost. Any transfers shall be made through the Change Order process.

"EXHIBIT E: Design Builder's Clarification & Assumptions"

7. Owner Direct Purchase Program for the project is included as an allowance and this GMP has been credited with an initial tax savings estimated value of <\$71,834>. The final amount of tax savings shall be reconciled at the end of the project and determine the actual savings.
8. Substitution of Materials and Products:
 - a. The Design-Builder may make substitutions to materials and products during the Project, provided such substitutions do not materially affect the overall appearance or function of the completed Work. Substituted items shall be of generally comparable quality and performance to those originally indicated in the Contract Documents.
 - b. Such substitutions do not require prior approval by the Owner but shall be communicated through the Request for Information (RFI) process and appropriately recorded in the As-Built documentation.
 - c. Where feasible, substitutions may be made to support improved delivery timelines or cost efficiency, provided that the integrity and intent of the design are maintained.
 - d. Any substitutions that change overall appearance, function or performance of the work shall be subject to the approval of the Owner.
9. A Permit Fee Allowance has been included for \$52,100.
10. The following are excluded:
 - a. Occupancy Permit fees, Impact fees, Connection fees and Assessments.
 - b. Builder's Risk insurance and deductibles. Builder's Risk is to be provided by the Owner subject to the terms of the Design-Build Documents.
 - c. Cost of Site Security if a on-site security guard is required.
 - d. Cost of all utility usage and trash removal services to the building after Substantial Completion is achieved.
 - e. FPL transformers, Primary Conduits and wire, and Deposits.
 - f. Cable TV/Phone equipment and cable or phone wire incoming service to onsite point of service indicated on drawings.
 - g. Fire Alarm Monitoring Service Cost or Fire Watch.
 - h. Water Meters, Fees and Deposits.
 - i. Provisions for onsite-Owner offices.
 - j. Commissioning and/or special testing engineer services.
 - k. Adjacent property as-built survey, vibration monitoring and/or vibration damage to adjacent properties as a result of construction.
 - i. Vibration monitoring allowance has been included in Supplemental Agreement #2.
 - l. Removal, relocations, and main line installations to building(s) point, including fiber optics, gas (including meter), power, phone, cable, etc. These shall be provided by the appropriate service provider.
 - m. Mock-up rooms/units not incorporated into the finished product.

"EXHIBIT E: Design Builder's Clarification & Assumptions"

- n. Owner FF&E and any artwork unless specifically addressed in the plans and specifications.
- o. Material Testing Cost, Threshold or Special Inspectors and Inspection Costs.
- p. Removal, disposal, remediation, and premiums associated with unforeseen or unsuitable soil conditions, hazardous materials, or other materials requiring a controlled removal/disposal.
- q. Asbestos inspections, reporting documentation and "All Clean" Certifications.
- r. Any special labor rates that may be required by project location, funding, municipality governance, etc. such as Davis Bacon Act.
- s. Notwithstanding anything to the contrary, the GMP 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/increase 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 and available to support the cost included in the GMP .
 - i. This section shall take effect only if the price of the material has a 3% or greater increase in cost. If the material price increases by 3% or more, the Owner shall remain fully obligated to pay for the total price increase without adjustment or pro-rata. By way of example, if the cost of a material increases by 4% compared to its value at the time of the Design-Build Amendment's execution, Owner shall be responsible for, and Design-Builder shall be entitled to, an increase in the Guaranteed Maximum Price by the full 4% of escalation costs.
 - ii. The Design-Builder shall have made selections of the person or entities, and award subcontracts to same, to perform an aggregate of sixty percent (60%) within the first 30 days after the execution of the Design-Build Amendment, ninety percent (90%) within 60 days after the execution of the Design-Build Amendment and the remaining ten percent (10%) within 90 days after the execution of the Design-Build Amendment.
- t. 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.

"EXHIBIT E: Design Builder's Clarification & Assumptions"

11. The stipulated, non-auditable Daily Rate per calendar day for additional General Conditions costs for any compensable time extension shall be \$4,000.00 per day.
12. The GMP is based on the 100% Construction Documents dated February 11, 2025, by Song and Associates, Kimley-Horn and Associates, Jezerinac Group and CMTA.
13. A Value Engineering credit has been applied to this GMP which has reduced the GMP by a total credit of <\$834.442.00>.
 - a. Refer to the Value Engineering Exhibit attached to the end of this Clarification & Assumption Document.
14. A Low Voltage Matrix has been coordinated with the Owner to define scope inclusions and requirements.
 - a. Refer to the Low Voltage Matrix Exhibit attached to the end of this Clarification & Assumption Document.
15. A FFE Matrix Exhibit has been coordinated with the Owner to define scope inclusions and requirements.
 - a. Refer to the FFE Matrix Exhibit attached to the end of this Clarification & Assumption Document.

The following list of qualification items may only apply to the base GMP documents and superseded by Value Engineering which has been approved by the Owner:

DIVISION 02 - SITE WORK

1. No maintenance beyond TCO is included.
2. Live Oak relocation price based on a max. of 13" DBH as no specs were provided.
3. Perennial Peanut 1125 units/ plants, not SF.
4. Removal/relocation of trees # 16, 18-19, 26-33, and 152-170 are excluded as this will be performed by the Town.

DIVISION 03 - CONCRETE

1. The GMP excludes any allowances that may be listed in the specifications, requiring the Design-Builder or subcontractor to provide additional quantities of either concrete or rebar for future changes or additions by Owner.

DIVISION 04 - MASONRY

1. The GMP excludes any U.L. labeled material, high strength block, moisture-controlled block, light weight block, bull nose block, or sand-finish block.
2. The GMP includes standard mortar color as gray and all exposed masonry to have a sponge float finish.

DIVISION 05 - METALS

1. Bollards included as 7'-0" long ILO 7'-9" as per 8/A-151.

"EXHIBIT E: Design Builder's Clarification & Assumptions"

2. Dumpster Gate included as Ametco Shadow 100 Gate due to no specs provided.
3. Bahama Shutters to be Powder Coated finished and installed using rear mount arms.

DIVISION 06 - WOOD AND PLASTICS

1. Stainless steel countertops installed with butt joints; no welding due to no details provided.
2. Wood Cap Stair #2 will be Stained Wood due to no finish provided.

DIVISION 07-THERMAL AND MOISTURE

1. We include plywood in lieu of gypsum board at the roofing assembly.
2. We include a 0.032" gauge aluminum roofing system due to the proximity to the ocean.
Standard materials/ fasteners included as per the manufacturer's specifications for the Englert VE roof system. Manufactures standard colors for roofing and gutters are included as well as standard fastener materials to be galvanized.
3. The roofing VE is assuming the roofing subcontractor will provide an engineering judgment to further engineer the connections and attachments of the VE roofing system to achieve code required design minimums. The cost for the engineered judgement is included. No changes to warranty duration as specified.

DIVISION 08 - DOORS & WINDOWS

1. We include AAMA 2605 Bermuda Bronze window frames.

DIVISION 09 - FINISHES

1. Level 4 Drywall Finish included.
2. Interior Framing included as 20GA.
3. Exterior Framing included 16GA.
4. FT Plywood Board ILO Fiberglass GWB at Exterior Framing is included.
5. ACT-1 included as Armstrong Dune #1772, 24" x 24" Square Edge Tile with Prelude 15/16" White grid due to no specs provided.
6. Light Texture Stucco Finish ILO Smooth Finish.
7. Window sills included as Standard Carrara Marble ILO Solid Surface.
8. Waterproofing included at Shower Walls.
9. EPX 1 as Resuflor TG 46 ILO Stonhard (Basis of Design), Product: Stonclad GS Epoxy Mortar System.
10. EPX 2 as Hybri Flex EC ILO Dur-A-Flex (Basis of Design), Product: Hybri-Flex EC (Decorative Flake).
11. Intumescent coating at exposed joists in Apparatus Bays as Firetex FX5090 Waterbase Intumescent Coating and sprayed with Waterbone Dryfall Flat paint, color to be selected from manufacturers standard color options.
12. We have included Concrete Sealer as: 2 coats Clear Acrylic Concrete Sealer / Dustproofers, with manufacture of choice, due to no specs provided.

"EXHIBIT E: Design Builder's Clarification & Assumptions"

DIVISION 10 - SPECIALTIES

1. Exterior signage to have painted and clear protective coat finish, in lieu of clear anodize. Clear anodize finish is only for bare unpainted aluminum.

DIVISION 14 - CONVEYANCE

1. Doors to be 4' wide. 6'-4' doors shown on sheet A-630 is not achievable with pre-engineered elevators.

DIVISION 15 - MECHANICAL

It is understood the HVAC design is completely changing thru the VE process to a DX system with no controls other than wall thermostats.

1. It is understood that the HVAC design is completely changing through the VE process that has been accepted and included in this GMP. Changes include deleting the chiller system and going to a DX system including deletion of the controls package, providing standard wall thermostats and other changes noted on the VE exhibit and included on the VE drawings/ drawings log.

DIVISION 16 - ELECTRICAL

END OF CONTRACTOR CLARIFICATIONS

"EXHIBIT B: Local Govt Addendum"**Exhibit B – LOCAL GOVERNMENT ADDENDUM**

The Design-Builder acknowledges that the Town of Jupiter (hereinafter "Owner" or "Town") is a local government, and thus, subject to certain rules, regulations, and requirements. The parties agree that this Local Government is part of the Design-Build Agreement by the parties. The parties further agree that if there is a conflict between this Local Government Addendum and any other document contained in this Contract, including any attachment or Exhibit, that this Local Government Addendum controls.

SECTION I
INSURANCE AND BOND

The Design-Builder 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 the Owner's review or acceptance of insurance maintained by the Design-Builder are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Design-Builder under the Contract.

The parties agree and recognize that it is not the intent of the Town of Jupiter 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 Town of Jupiter and the Town shall not be obligated to provide any insurance coverage other than for the Town of Jupiter 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 Town of Jupiter as an additional insured under any other insurance policy or otherwise protect the interests of the Town of Jupiter as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Design-Builder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and 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 the Contractor qualify its employee(s) for benefits under Federal Workers' Compensation 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 Design-Builder 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) (or equivalent if not available) 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 the Owner or completion of the

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 Owner. 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, Professional Liability and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the Town of Jupiter, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability, Business Automobile, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"Town of Jupiter, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the Owner prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to Town of Jupiter, Attn: Roger Held (ROGERH@JUPITER.FL.US) 210 MILITARY TRAIL, JUPITER, FL 33458. In the event that the statutory liability of the Owner is amended during the term of this Contract to exceed the above limits, the Design-Builder shall be required, upon thirty (30) days written notice by the Owner, to provide coverage at least equal to the amended statutory limit of liability of the Owner. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Design-Builder 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 Design-Builder does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Design-Builder 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. Pollution Liability Insurance: The Design-Builder shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. The Design-Builder's Pollution should be in force for no less than the entire term of the project and two (2) years extended Completed Operations. The Town of Jupiter shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the Owner. Coverage shall apply on a primary and non-contributory basis.
6. Professional Liability Insurance: The Design-Builder 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 \$250,000, the Owner reserves the right, but is not obligated, to review and request a copy of the Design-Builder's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Design-Builder 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, the Design-Builder 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.

7. Builder's Risk Insurance: The Town shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). The Builder's Risk policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials, and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations, and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire; lightning; windstorm/and hail; theft (including theft of materials, whether or not attached to any structure); vandalism and malicious mischief; flood; earthquake; collapse; and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the Design-Builder.

The "ALL RISK" Builder's Risk Insurance must also cover: soft costs, including additional advertising/promotional; additional license and permit fees; additional legal/accounting fees; insurance premiums, including builder's risk; 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.

This policy must include insurance for the Town of Jupiter, the Design-Builder, Subcontractors, Architect/Engineer, and Consultants for their interest in covered property.

The Town is responsible for all deductibles, including without limitation, those for windstorms or flood; *provided* however, that to the extent a loss covered by the Builder's Risk policy arises from the acts or omissions of Design-Builder, its Subcontractors, or anyone for whom which they are responses, then the Town shall be entitled to seek reimbursement from Design-Builder for that portion of the loss up to an amount not to exceed \$25,000.00.

8. Waiver of Subrogation: By entering into this Contract, the Design-Builder and Town agree 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 the Town or Design-Builder 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 the Design-Builder or Town enter into such a contract on a pre-loss basis..
9. Deductibles: Except for Builder's Risk deductibles, all other deductible amounts shall be paid for and be the responsibility of the Design-Builder for any and all claims under this Contract. Where an SIR or deductible exceeds \$25,000 for general liability, \$250,000 for pollution liability, the Owner reserves the right, but is not obligated, to review and request a copy of the Design-Builder's most recent annual report or audited financial statement.

It shall be the responsibility of the Design-Builder 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 the Owner or completion of the Contract. Notwithstanding the foregoing, only those subcontractors whose scopes of work include the providing of professional

services may be required to provide professional liability insurance as set forth above. With respect to pollution liability coverage, only subcontractors responsible for the mechanical, plumbing, electrical, civil/sitework, roofing, exterior windows/glazing, painting, or fire sprinklers may be required to provide pollution coverage. Limits for the subcontractor pollution liability coverage will be agreed upon by Design-Builder and the Town on a case-by-case basis. It shall be the responsibility of the Design-Builder to obtain Certificates of Insurance from all contractors and subcontractors listing the Owner as an Additional Insured, without the language "when required by written contract". If the Design-Builder, any independent contractor and/or any subcontractor maintain higher limits than the minimums listed above, the Owner requires and shall be entitled to coverage for the higher limits maintained by the Design-Builder/independent contractor/subcontractor.

The Design-Builder 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, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the Owner shall be endorsed as an "Additional Insured."

The Owner, by and through its Risk Management Department, reserves the right, but is not obligated 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.

A failure on the part of the Design-Builder to execute the Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

The Design-Builder shall furnish a Public Construction Bond to the Town in an amount not less than one hundred percent (100%) of the GMP. The bond furnished by the Design-Builder shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the GMP is adjusted by Change Order executed by the Design-Builder, the penal sum of the bond shall be deemed increased by like amount. The bond furnished by the Design-Builder shall be in form required by the Town and in conformity with Section 255.05, Florida Statutes, shall be recorded in the Public Records of Palm Beach County before construction commences, and shall be executed by a surety, or sureties, reasonably suitable to the Town.

Notwithstanding anything to the contrary contained herein or elsewhere in the Design-Build Documents, Owner and Design-Builder agree that in lieu of Design-Builder requiring Subcontractors to provide payment and performance bonds, Design-Builder may, in its discretion, cause its Subcontractors to enroll in Design-Builder Subcontractor Default Insurance policy ("SDI Policy"). Design-Builder may, in its reasonable discretion, exclude any Subcontractor from enrollment in the SDI Policy, in which event, Design-Builder shall require such excluded Subcontractor to furnish payment and performance bonds. The stipulated percentage rate representing the cost of the premiums for securing Subcontractor performance under the SDI Policy, is set forth in the Design-Build Amendment. In the event Design-Builder requires a Subcontractor to provide a payment and performance bond in lieu of enrolling in the SDI Policy, then the cost of such bonds shall be included in the Guaranteed Maximum Price as a Cost of the Work pursuant to the Design-Build Amendment.

SECTION II SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the Owner'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 III **PUBLIC RECORDS**

The Design-Builder shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Design-Builder and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Design-Builder shall:

Keep and maintain public records required by the Owner to perform the services provided hereunder.

Upon request from the Owner's custodian of public records, provide the Owner 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.

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 term of this Agreement and following completion of this Agreement if the Design-Builder does not transfer the records to the Owner.

Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in the possession of the Design-Builder or keep and maintain public records required by the Owner to perform the service. If the Design-Builder transfers all public records to the Owner upon completion of the Agreement, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the Agreement, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

If the Design-Builder fails to comply with the requirements in this Section 11.5, the Owner may enforce these provisions in accordance with the terms of this Agreement. If the Design-Builder fails to provide the public records to the Owner within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE Design-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSTRUCTION MANAGER SHOULD CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS: 561-741-2669, ROGERH@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

SECTION IV **CONTRACTUAL RELATIONSHIP**

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 consultant contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither the Design-Builder nor any of the Design-Builder's agents, employees, subconsultants, or consultants shall become or be deemed to become agents, or employees of the Owner. The Design-Builder shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subconsultants, 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.

SECTION V **TERMINATION AND DELAYS**

Termination for Non-Appropriation - The Design-Builder acknowledges that the Owner is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the Owner reasonably determines that it does not have funds to meet its obligations under the Contract, the Owner will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

SECTION VI **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 the Contract, or related to the Contract, shall be in Palm Beach 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. Additionally, the parties do not elect binding arbitration under the Contract. Any provisions in the Contract relating to, mentioning, or involving binding arbitration are null and void.

SECTION VII **CONFLICT OF INTEREST**

The Owner acknowledges that the Design-Builder may be performing professional services for private developers within Palm Beach County, Florida. Should a conflict of interest arise between providing services to the Owner and/or other clients, the Design-Builder shall terminate its relationship with the other client to resolve the conflict of interest. The Town Manager shall determine whether a conflict of interest exists.

SECTION VIII **POLICY OF NON-DISCRIMINATION**

The Design-Builder shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. The Design-Builder 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 IX **CODE OF ETHICS**

Design-Builder 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.

SECTION X **SCRUTINIZED COMPANIES**

By entering into this Contract with the Owner, the Design-Builder certifies that it and those related entities of the Design-Builder as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The Owner may terminate this Contract if the Design-Builder or any of those related entities of the Design-Builder 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 Owner 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 Owner determine that the conditions set forth in § 287.135(4), Florida Statutes, are met.

SECTION XI
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Design-Builder agrees to comply with the statute, including:

1. The Design-Builder must register with and use the E-Verify system to verify the work authorization status of all new employees of the Design-Builder. The Design-Builder must provide Owner with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If the Design-Builder enters into a contract with a subcontractor, the Design-Builder must require each and every subcontractor to provide the Design-Builder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Design-Builder shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The Owner 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. The Design-Builder shall immediately terminate any contract with any subcontractor if the Design-Builder has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the Owner has, or develops, a good faith belief that any subcontractor of the Design-Builder knowingly violated section 448.09(1), Florida Statutes or any provision of section 448.095, Florida Statutes, the Owner shall promptly notify the Design-Builder and order the Design-Builder to immediately terminate the contract with the subcontractor.
5. The Owner 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 Owner terminates this Contract under this section, the Design-Builder may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. The Design-Builder is liable for any additional costs incurred by the Owner as a result of the termination of a contract.

6. The Owner, the Design-Builder, 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 shall be filed in St. Lucie County, as provided otherwise herein.

SECTION XII **AUDITS**

The Design-Builder shall establish and maintain a reasonable accounting system that enables the Owner to readily identify the Design-Builder'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; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Design-Builder shall permit the Owner'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 Design-Builder, including, but not limited to, those kept by the Design-Builder, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the Owner during normal business hours at the Design-Builder's office or place of business. Notwithstanding the foregoing or anything else in the Design-Build Documents to the contrary, the lump sum general conditions amount (including without limitation any Daily General Conditions Rate and stipulated wage rates for Design-Builder's personnel), stipulated liability insurance rate, builder's risk insurance rate, and bond rates agreed to by the parties in the Design-Build Amendment shall not be subject to audit other than to verify that the agreed upon rates have been properly applied. The Design-Builder shall not impose a charge for audit or examination of the Design-Builder's books and records. If an audit discloses incorrect billings or improprieties, the Owner reserves the right to charge the Design-Builder 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 Design-Builder's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the Owner's findings to the Design-Builder. Evidence of criminal conduct will be turned over to the proper authorities.

The Design-Builder shall also ensure the Owner has these rights with Design-Builder'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 Design-Builder and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Design-Builder's obligations to the Owner.

SECTION XIII **CONSTRUCTION**

The title of and the section and paragraph headings in this Contract for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each provision or this Contract as a whole. The use of the term "including" 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 shall mean the

version of the rule, law, statute, or ordinance applicable 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 no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XIV
SEVERABILITY

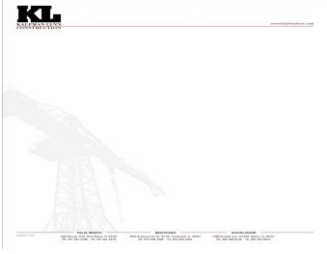
The parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory, or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof, causing such violation will be inoperative and the remainder of this Contract, as amended, will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XV
NON-EXCLUSIVITY

The Design-Builder acknowledges and agrees that this Contract is non-exclusive.

SECTION XVI
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.

Project Data	
Project Name	Piatt Fire Station - Building Final
Location	500 N. US1, Jupiter 33469
Plan Set Date	
Gross Project Area (Square Feet)	13969
Gross AC Area (Square Feet)	0
Net Leaseable Area (Square Feet)	0
Building Efficiency (Percentage)	0%
Parking Garage Area (Square Feet)	0
Parking Garage Spaces	0
Parking Garage Efficiency (SF/Space)	0
Building Height (Stories)	0
Gross Site Area (Acres)	0
Schedule Duration (Months)	12
KL 	
Estimate Deliverable Owner Architect Document Level	

Division Summary of Estimate					
Div	Description		Total Cost	\$ / GSF	% / Total
1.1	GENERAL REQUIREMENTS		\$ -	\$ -	0.00%
2	SITEWORK		\$ 304,811	\$ 21.82	3.52%
3	CONCRETE		\$ 1,120,787	\$ 80.23	12.95%
4	MASONRY		\$ -	\$ -	0.00%
5	METALS		\$ 620,055	\$ 44.39	7.16%
6	WOODS, PLASTICS AND COMPOSITES		\$ 62,144	\$ 4.45	0.72%
7	THERMAL AND MOISTURE PROTECTION		\$ 267,256	\$ 19.13	3.09%
8	DOORS AND WINDOWS		\$ 1,032,034	\$ 73.88	11.92%
9	FINISHES		\$ 822,792	\$ 58.90	9.51%
10	SPECIALTIES		\$ 87,807	\$ 6.29	1.01%
11	EQUIPMENT		\$ 58,300	\$ 4.17	0.67%
12	FURNISHINGS		\$ 14,068	\$ 1.01	0.16%
13	SPECIAL CONSTRUCTION		\$ -	\$ -	0.00%
14	CONVEYING SYSTEMS		\$ 105,000	\$ 7.52	1.21%
15	MECHANICAL		\$ 1,396,505	\$ 99.97	16.14%
15A	Fire Supression (Breakout)	\$86,456			
15B	Plumbing (Breakout)	\$622,853			
15C	HVAC (Breakout)	\$687,196			
16	ELECTRICAL		\$ 1,294,363	\$ 92.66	14.96%
SUBTOTAL			\$ 7,185,922	\$ 514.42	83.03%
1	GENERAL CONDITIONS		\$ -	\$ -	0.00%
50	INSURANCE, TAXES & BONDS	Distribute?			
	Kaufman Lynn Insurance (Fixed Rate)	1.98% Yes	\$ 171,364	\$ 12.27	1.98%
	Builder's Risk Insurance - NIC	0.00% Yes	\$ -	\$ -	0.00%
	Builders Risk Insurance Deductible - NIC	0% No	\$ -	\$ -	0.00%
	Permit Fee (Allowance)	0.00% Yes	\$ 54,086	\$ 3.87	0.62%
	Owner Contingency	3.00% Yes	\$ 215,578	\$ 15.43	2.49%
	Contractor's Construction Contingency	3.00% Yes	\$ 215,578	\$ 15.43	2.49%
	Owner Direct Purchase Program (ODP)	-1.00% Yes	\$ (71,859)	\$ (5.14)	-0.83%
	Design CA Services	0.00% Yes	\$ 294,650	\$ 21.09	0.00%
SUBTOTAL			\$ 879,396	\$ 62.95	6.76%
	Contractor Overhead and Profit (Div 1 thru 50)	6.00% Yes	\$ 489,891	\$ 35.07	5.66%
	Contractor's Payment and Performance Bond (Fixed Rate)	1.15% Yes	\$ 99,529	\$ 7.13	1.15%
GRAND TOTAL (with VE)			\$ 8,654,738	\$ 620	97%

Piatt Fire Station

May 7, 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. The site work, signal & vertical construction of the Piatt Fire Station scope of work shall fall under the terms of the A141 Design Build Agreement, A141 Design- Build Amendment and Exhibit B- Local Govt Addendum.
2. No additional General Conditions or General Requirements costs are included in this GMP for the vertical phase of the Project, as that cost has been included and will be performed concurrently with the scope of work associated with the site and signal package which was previously approved in Supplemental Agreement 2.
 - a. General Conditions costs are lump sum and shall be billed each month based on the percentage completion of the project. The percentage completion shall be based on the net total cost completed to date of the sitework, signal and vertical cost of work including general requirements, bond, insurance, design build services (CA) cost and fee.
3. Full back up of General Requirements costs shall be provided with each monthly pay application.
4. The use of Design-Builder's Contingency shall be at the sole discretion of the Design-Builder, except for any one-time Design-Builder Contingency use valued over a Fifty-Thousand Dollars (\$50,000.00) threshold. Any Design-Builder Contingency use over this threshold shall be reviewed by the Owner for approval, however the Owner's approval shall not be unreasonably withheld. Design- Builder Contingency can only be transferred to fund General Conditions upon approval from the Owner.
5. The use of Owner's Contingency shall be subject to Owner review and approval.
6. The Design-Builder may transfer any unused Design-Builder Contingency, Buyout Savings or General Requirements, from Supplemental Agreement #2, to any other Supplemental Agreements that fall under this Prime Contract Agreement, such as the Vertical Phases of the Projects or Supplemental Agreement #3. These types of transfers may be performed to fund additional Design- Builder Contingency cost. Any transfers shall be made through the Change Order process.

"EXHIBIT E: Design Builder's Clarifications & Assumptions"

7. Owner Direct Purchase Program for the project is included as an allowance and this GMP has been credited with an initial tax savings estimated value of <\$71,859>. The final amount of tax savings shall be reconciled at the end of the project and determine the actual savings.
8. Substitution of Materials and Products:
 - a. The Design-Builder may make substitutions to materials and products during the Project, provided such substitutions do not materially affect the overall appearance or function of the completed Work. Substituted items shall be of generally comparable quality and performance to those originally indicated in the Contract Documents.
 - b. Such substitutions do not require prior approval by the Owner but shall be communicated through the Request for Information (RFI) process and appropriately recorded in the As-Built documentation.
 - c. Where feasible, substitutions may be made to support improved delivery timelines or cost efficiency, provided that the integrity and intent of the design are maintained.
 - d. Any substitutions that change overall appearance, function or performance of the work shall be subject to the approval of the Owner.
9. A Permit Fee Allowance has been included for \$54,086.
10. The following are excluded:
 - a. Occupancy Permit fees, Impact fees, Connection fees and Assessments.
 - b. Builder's Risk insurance and deductibles. Builder's Risk is to be provided by the Owner subject to the terms of the Design-Build Documents.
 - c. Cost of Site Security if a on-site security guard is required.
 - d. Cost of all utility usage and trash removal services to the building after Substantial Completion is achieved.
 - e. FPL transformers, Primary Conduits and wire, and Deposits.
 - f. Cable TV/Phone equipment and cable or phone wire incoming service to onsite point of service indicated on drawings.
 - g. Fire Alarm Monitoring Service Cost or Fire Watch.
 - h. Water Meters, Fees and Deposits.
 - i. Provisions for onsite-Owner offices.
 - j. Commissioning and/or special testing engineer services.
 - k. Adjacent property as-built survey, vibration monitoring and/or vibration damage to adjacent properties as a result of construction.
 - i. Vibration monitoring allowance has been included in Supplemental Agreement #2.
 - l. Removal, relocations, and main line installations to building(s) point, including fiber optics, gas (including meter), power, phone, cable, etc. These shall be provided by the appropriate service provider.
 - m. Mock-up rooms/units not incorporated into the finished product.

"EXHIBIT E: Design Builder's Clarifications & Assumptions"

- n. Owner FF&E and any artwork unless specifically addressed in the plans and specifications.
- o. Material Testing Cost, Threshold or Special Inspectors and Inspection Costs.
- p. Removal, disposal, remediation, and premiums associated with unforeseen or unsuitable soil conditions, hazardous materials, or other materials requiring a controlled removal/disposal.
- q. Asbestos inspections, reporting documentation and "All Clean" Certifications.
- r. Any special labor rates that may be required by project location, funding, municipality governance, etc. such as Davis Bacon Act.
- s. Notwithstanding anything to the contrary, the GMP 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/increase 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 and available to support the cost included in the GMP.
 - i. This section shall take effect only if the price of the material has a 3% or greater increase in cost. If the material price increases by 3% or more, the Owner shall remain fully obligated to pay for the total price increase without adjustment or pro-rata. By way of example, if the cost of a material increases by 4% compared to its value at the time of the Design-Build Amendment's execution, Owner shall be responsible for, and Design-Builder shall be entitled to, an increase in the Guaranteed Maximum Price by the full 4% of escalation costs.
 - ii. The Design-Builder shall have made selections of the person or entities, and award subcontracts to same, to perform an aggregate of sixty percent (60%) within the first 30 days after the execution of the Design-Build Amendment, ninety percent (90%) within 60 days after the execution of the Design-Build Amendment and the remaining ten percent (10%) within 90 days after the execution of the Design-Build Amendment.
- t. 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.

"EXHIBIT E: Design Builder's Clarifications & Assumptions"

11. The stipulated, non-auditable Daily Rate per calendar day for additional General Conditions costs for any compensable time extension shall be \$4,000.00 per day.
12. The GMP is based on the 100% Construction Documents dated February 11, 2025, by Song and Associates, Kimley-Horn and Associates, Jezerinac Group and CMTA.
13. A Value Engineering credit has been applied to this GMP which has reduced the GMP by a total credit of <\$928,554.00>.
 - a. Refer to the Value Engineering Exhibit attached to the end of this Clarification & Assumption Document.
14. A Low Voltage Matrix has been coordinated with the Owner to define scope inclusions and requirements.
 - a. Refer to the Low Voltage Matrix Exhibit attached to the end of this Clarification & Assumption Document.
15. A FFE Matrix Exhibit has been coordinated with the Owner to define scope inclusions and requirements.
 - a. Refer to the FFE Matrix Exhibit attached to the end of this Clarification & Assumption Document.

The following list of qualification items may only apply to the base GMP documents and superseded by Value Engineering which has been approved by the Owner:

DIVISION 02 - SITE WORK

1. No landscaping maintenance beyond TCO is included.
2. Jamaican Caper 12'x5', 2.5" CAL not available in tree form at 12' with 2.5" CAL; priced as Satin Leaf.
3. Any tree relocation shall be re-located to an reasonable area on site, if the final destination of the tree is not clearly identified.

DIVISION 03 – CONCRETE

1. The GMP excludes any allowances that may be listed in the specifications, requiring the Design-Builder or subcontractor to provide additional quantities of either concrete or rebar for future changes or additions by Owner.

DIVISION 04 - MASONRY

1. The GMP excludes any U.L. labeled material, high strength block, moisture-controlled block, light weight block, bull nose block, or sand-finish block.
2. The GMP includes standard mortar color as gray and all exposed masonry to have a sponge float finish

DIVISION 05 - METALS

1. Bollards included as 7'-0" long ILO 7'-9" as per 8/A-151.

"EXHIBIT E: Design Builder's Clarifications & Assumptions"

2. Dumpster Gate included as Ametco Shadow 100 Gate due to no specs provided.
3. Pergolas included as Skyline Steel Fabricated Tube Frame System ILO "B.O.D Paradise Pergola".
4. Bahama Shutters to be Powder Coated finished and installed using rear mount arms. Manufactures standard colors are included.

DIVISION 06 - WOOD AND PLASTICS

1. Stainless steel countertops installed with butt joints; no welding due to no details provided.
2. Wood Cap Stair #2 will be Stained Wood due to no finish provided.

DIVISION 07-THERMAL AND MOISTURE

1. We include plywood in lieu of gypsum board at the roofing assembly.
2. The roofing VE is assuming the roofing subcontractor will provide an engineering judgment to further engineer the connections and attachments of the VE roofing system to achieve code required design minimums. The cost for the engineered judgement is included.
3. We include a 0.032" gauge aluminum roofing system due to the proximity to the ocean. Standard materials/ fasteners included as per the manufacturer's specifications for the Englert VE roof system. Manufactures standard colors for roofing and gutters are included as well as standard fastener materials to be galvanized. No changes to warranty duration as specified.

DIVISION 08 - DOORS & WINDOWS

1. We include AAMA 2604 Bermuda Bronze window frames.

DIVISION 09 - FINISHES

Drywall and Framing

1. Level 4 Drywall Finish at exposed drywall surfaces is included.
2. Interior Framing included as 20GA.
3. Exterior Framing included 16GA.
4. FT Plywood Board ILO Fiberglass GWB at Exterior Framing is included.
5. ACT-1 included as Armstrong Dune #1772, 24" x 24" Square Edge Tile with Prelude 15/16" White grid due to no specs provided.
6. Light Texture Stucco Finish ILO Smooth Finish.
7. Window sills included as Standard Carrara Marble ILO Solid Surface.
8. EPX 1 (Epoxy Flooring) as Resufloor TG 46 is provided in lieu of Stonhard (Basis of Design), Product: Stonclad GS Epoxy Mortar System.
9. EPX 2 (Epoxy Flooring) as Hybri Flex EC ILO Dur-A-Flex (Basis of Design), Product: Hybri-Flex EC (Decorative Flake).
10. Intumescent coating at exposed joists in Apparatus Bays as Firetex FX5090 Waterbase Intumescent Coating and sprayed with Waterbone Dryfall Flat paint, color to be selected from manufacturers standard color options.

"EXHIBIT E: Design Builder's Clarifications & Assumptions"

11. We have included Concrete Sealer as: 2 coats Clear Acrylic Concrete Sealer / Dustproofer, with manufacture of choice, due to no specs provided.

DIVISION 10 - SPECIALTIES

1. Exterior signage to have painted and clear protective coat finish, in lieu of clear anodize. Clear anodize finish is only for bare unpainted aluminum.

DIVISION 14 - CONVEYANCE

1. Doors to be 4' wide. 6'-4" doors shown on sheet A-630 is not achievable with pre-engineered elevators.

DIVISION 15 - MECHANICAL

It is understood the HVAC design is completely changing thru the VE process to a DX system with no controls other than wall thermostats.

1. It is understood that the HVAC design is completely changing through the VE process that has been accepted and included in this GMP. Changes include deleting the chiller system and going to a DX system including deletion of the controls package, providing standard wall thermostats and other changes noted on the VE exhibit and included on the VE drawings/ drawings log.

DIVISION 16 - ELECTRICAL

END OF CONTRACTOR CLARIFICATIONS

TOWN OF JUPITER
Approving the Interlocal Agreement for Transition of Fire Protection and Emergency Medical Services to the Town of Jupiter



DATE	May 20, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Resolution 67-25, Interlocal Agreement for the Transition of Fire Protection and Emergency Medical Services to the Town of Jupiter

EXECUTIVE SUMMARY

Staff requests the Town Council to approve Resolution 67-25 and the Interlocal Agreement for the transition of fire protection and emergency medical services between Palm Beach County and the Town of Jupiter (ILA), provided as Attachment 2. This ILA outlines a framework and timing for Palm Beach County and the Town of Jupiter to collaborate on a phased transition plan that ensures seamless delivery of fire and emergency medical services to protect the health and safety of Jupiter area residents, businesses and visitors. The Town Attorney has reviewed the attached documents and finds them to be in acceptable form.

Since February, JFRD has been endeavoring to work with PBCFR to propose the transition plan outlined in the ILA. To that end, the proposed ILA was shared with Chief Patrick Kennedy and the Board of County Commissioners in order to provide them with an opportunity to review (Attachments 3 and 4).

ANALYSIS

Jupiter Fire Rescue takes over full fire and emergency medical services responsibility on October 1, 2026. Advance planning and collaboration on the transition of services between the two agencies is required to ensure the health and safety of the public. The Interlocal Agreement for the Transition of Fire Protection and Emergency Medical Services to the Town of Jupiter provides a framework for joint training, joint response, the sharing of data, and frequent coordination meetings before Jupiter Fire Rescue takes over full service on October 1, 2026. Approval of this agreement will establish policy for a planned transition that ensures public safety and the seamless delivery of fire and emergency medical services to Jupiter area residents, businesses, and visitors. If Resolution 67-25 is approved, the Mayor will be authorized to execute the ILA on the Town's behalf, and the agreement will be transmitted to the Palm Beach County Board of County Commissioners for approval and execution.

STRATEGIC PRIORITY

- Organizational Excellence
- Safety

ATTACHMENTS

1. Resolution 67-25 Interlocal Agreement for Fire Rescue Transition Plan

2. Interlocal Agreement Fire Rescue Transition
3. Letter to Chief Kennedy, May 9, 2025
4. Letter to County Commission, May 12, 2025

FUNDING SOURCE

*Funding is not necessary for this request.

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

RESOLUTION NO. 67-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTIONING THE MAYOR TO ENTER EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUPITER AND PALM BEACH COUNTY FOR THE TRANSITION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into agreements to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Chapter 26, Article II, Division 3, of the Palm Beach County Code, in accordance with the authority set forth in Section 125.01(l)(q) and (r), Florida Statutes, established a Fire/Rescue Municipal Service Taxing Unit ("MSTU") and also established a Jupiter MSTU; and

WHEREAS, the Jupiter MSTU was created to fund fire protection and emergency medical services within the incorporated area of the Town; and

WHEREAS, in accordance with Section 125.01(2), Florida Statutes, the Palm Beach County Board of County Commissioners is the governing body of the Jupiter MSTU; and

WHEREAS, the Town has received fire protection and emergency medical services from the Palm Beach County Fire Rescue Department ("PBCFR") since 1997

by and through the Town's participation in the Jupiter MSTU through duly enacted ordinances of the parties and as outlined in interlocal agreements between the parties; and

WHEREAS, the Town Council has created a fire rescue department ("JFRD") to provide the Town's residents and businesses with fire protection, emergency medical services, fire code enforcement, and construction plan review and inspection services;

WHEREAS, the Town exercised its rights and provided notice of its intent under the termination clause of the *Interlocal Agreement for Fire Protection and Emergency Medical Services by and Between the Town of Jupiter and Palm Beach County* executed on July 11, 2023 ("Interlocal Agreement") to terminate the Interlocal Agreement, with such termination taking effect on September 30, 2026 (the "Termination Date"); and

WHEREAS, the Town intends to continue to be a public safety partner with the County in the interest of the residents and visitors to the Jupiter area, within the incorporated Town boundary or the unincorporated areas in and around the Town during and leading up to the Termination Date; and

WHEREAS, the Town Council believes that public safety will be promoted by implementing a transition plan between JFRD and PBCFR, as set forth in the Interlocal Agreement for the delivery of fire-rescue and emergency medical services within the incorporated Town boundary or the unincorporated areas in and around the Town prior to the Termination Date.

WHEREAS, all of the dates specified in the Interlocal Agreement for the transition of fire-rescue and emergency medical services between JFRD and PPBCFR are in the best interest of the health and safety of the public.

**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 an Interlocal Agreement between the Town of Jupiter and Palm Beach County for the transition of fire protection and emergency medical services.

Section 3. This resolution shall take effect immediately upon its execution.
#6164376 v1 26503-00001

**INTERLOCAL AGREEMENT FOR THE TRANSITION OF
FIRE PROTECTION AND EMERGENCY MEDICAL
SERVICES TO THE TOWN OF JUPITER**

THIS INTERLOCAL AGREEMENT FOR THE TRANSITION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO THE TOWN OF JUPITER (the “Agreement”) is made and entered into on ___day of _____ 2025, by and between the TOWN OF JUPITER, a Florida municipal corporation of the state of Florida, (the “Town”) and PALM BEACH COUNTY, a political subdivision of the state of Florida (the “County”).

RECITALS

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into agreements to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Chapter 26, Article II, Division 3, of the Palm Beach County Code, in accordance with the authority set forth in Section 125.01(l)(q) and (r), Florida Statutes, established a Fire/Rescue Municipal Service Taxing Unit (“MSTU”) and also established a Jupiter MSTU; and

WHEREAS, the Jupiter MSTU was created to fund fire protection and emergency medical services within the incorporated area of the Town; and

WHEREAS, in accordance with Section 125.01(2), Florida Statutes, the Palm Beach County Board of County Commissioners is the governing body of the Jupiter MSTU; and

WHEREAS, the Town has received fire protection and emergency medical services from the Palm Beach County Fire Rescue Department (“PBCFR”) since 1997 by and through the Town's participation in the Jupiter MSTU through duly enacted ordinances of the parties and as outlined in interlocal agreements between the parties; and

WHEREAS, the Town Council has created a fire rescue department (“JFRD”) to provide the Town’s residents and businesses with fire protection, emergency medical services, fire code enforcement, and construction plan review and inspection services;

WHEREAS, the Town exercised its rights and provided notice of its intent under the termination clause of the *Interlocal Agreement for Fire Protection and Emergency Medical Services by and Between the Town of Jupiter and Palm Beach County* executed on July 11, 2023 (“Interlocal Agreement”) to terminate the Interlocal Agreement, with such termination taking effect on September 30, 2026 (the “Termination Date”); and

WHEREAS, the Town intends to continue to be a public safety partner with the County in the interest of the residents and visitors to the Jupiter area, within the incorporated Town boundary or the unincorporated areas in and around the Town during and leading up to the Termination Date; and

WHEREAS, both the Town and the County believe that the public interest is promoted by implementing a transition plan between JFRD and PBCFR to deliver fire-rescue and emergency medical services within the incorporated Town boundary or the unincorporated areas in and around the Town leading up to the Termination Date.

WHEREAS, all of the dates specified herein for the transition of fire-rescue and emergency medical services between JFRD and PPBCFR are in the best interest of the health and safety of the public.

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

SECTION 1. INCORPORATION OF RECITALS; PURPOSE

The recitals set forth above are true and correct and are hereby incorporated into this Agreement. The purpose of this Agreement is to outline the transition of fire protection and emergency medical services from PBCFR to JFRD through the Termination Date. To facilitate the purpose of this Agreement, the Town shall cooperate with and assist the County so as to ensure that the services provided by the County are coordinated with other municipal services provided by the Town, and that complaints and/or inquiries regarding the County's or the Town's performance and the services delivered hereunder are appropriately addressed.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

1. Phased Transition of Fire Protection Service and Emergency Medical Services.

A joint response initiative would enhance operational efficiency while also strengthening interagency communication and field level cooperation. As such, beginning on August 1, 2026, until the Termination Date, JFRD and PBCFR shall jointly respond to emergency calls made within the Town. More specifically, JFRD will co-respond to emergency incidents with PBCFR as follows:

- a. JFRD will assign apparatus to PBCFR Stations 16, 18, and 19 to supplement their response for area and operational familiarization.
- b. JFRD will assign the Battalion Chief to the PBCFR Battalion Chief assigned to the Town to enhance the JFRD Battalion Chief's area and operational familiarization.

- c. JFRD will respond and support PBCFR on multi-unit emergency incidents within the Town.

2. Monthly Coordination Meetings

JFRD and PBCFR shall attend regularly scheduled monthly meetings between JFRD and PBCFR Chief Officers beginning in August 2025, set on mutually agreeable times and dates. The purpose of these meetings is to discuss a detailed phased transition of services and to promote operational consistency as well as the sharing of specific emergency service issues and target hazards known to PBCFR. Through these meetings, JFRD and PBCFR shall develop a detailed plan to provide for the transition of services. JFRD and PBCFR shall also adopt operational policies for cooperation on mutual aid incidents, and options for coordinating joint fire rescue and EMS training and/or drills.

3. Automatic Aid / Mutual Aid

The Town shall provide an automatic aid agreement for PBCFR's consideration by September 1, 2025. PBCFR shall return the signed automatic agreement by November 2025.

4. Transition of Services for Fire Station 18

Personnel from County Fire Station 18 currently respond to less than one call per day in unincorporated areas, predominantly Jonathan's Landing and Jupiter Inlet Park. The Town is constructing a new fire station on the land almost directly across the street from Station 18. The Town's new station will house an advanced life support fire engine, an advanced life support ladder truck, an advanced life support rescue truck, and 10 personnel. The JFRD will be providing fire, rescue, and emergency medical services within the waterways of Jupiter and its surrounding areas. JFRD will be staffing the Town's police boat with a paramedic and equipment. This staffing will be available at all times the

police boat is out and operational on the waterways, allowing for immediate response without delays for deployment.

Beginning October 1, 2026, JFRD will provide full automatic aid to any unincorporated areas served by Station 18 at no cost to the County. Moreover, JFRD will provide automatic aid and mutual aid to back up any other surrounding County areas.

5. Turnover of Station 16 - Abacoa Fire Station

The County's Fire Station 16 serves unincorporated areas outside of the boundaries of the Town. By September 21, 2026, JFRD shall provide full automatic aid to the unincorporated areas currently served by Station 16, at no cost to the County. Such areas include, but are not limited to, the areas of Palm Beach Country Estates, Old Marsh, East Point, and the eastbound lanes of Donald Ross Road.

The parties agree that the Town will take possession of Fire Station 16 on September 21, 2026. To facilitate the transfer of possession:

- i. On August 4, 2025, JFRD and PBCFR shall conduct a joint walkthrough of Fire Station 16.
- ii. By August 31, 2025, PBCFR shall furnish an inventory and assessment of all equipment and capital infrastructure at Station 16.

The parties shall identify the capital equipment to be removed by PBCFR.

6. Transition of Services for Fire Station 19

By October 1, 2026, JFRD shall provide full automatic aid to the areas currently served by Station 19 at no cost to the County. Moreover, JFRD shall provide automatic aid and mutual aid to back up any other surrounding County areas.

7. Countywide Radio System Implementation

No later than August 1, 2025, PBCFR shall provide JFRD with the necessary assistance to coordinate the implementation of Countywide Dispatch services, including but not limited to hardware installation needs, deployment models, emergency response zones, response criteria, and unit response orders.

8. Phased Transition of Fire Prevention and Fire Code Enforcement Services

Beginning in February 2026, PBCFR and JFRD fire prevention staff shall attend regularly scheduled monthly meetings on mutually agreeable times and dates.

By July 1, 2026, PBCFR shall provide JFRD with access to all fire prevention documentation related to open and ongoing new construction plan reviews and recent fire inspections by July 1, 2026.

Beginning on August 1, 2026, JFRD shall assume responsibility for all new construction for plan review and permit approval.

9. Transition Plan for Knox Box

By February 1, 2026, PBCFR shall provide JFRD with a report that identifies all Knox Boxes within the Town.

By June 1, 2026, PBCFR shall provide JFRD and the Knox company with a letter of intent advising the Knox company that JFRD will have access to the Knox Boxes within the Town by June 1, 2026. PBCFR shall provide JFRD with continuing notification when new Knox Boxes have been installed prior to the Termination Date.

10. Sharing of Fire Prevention Data

By February 1, 2026, PBCFR shall provide JFRD with all data requested on fire prevention inspections, including the number of annual inspections performed per year for the past three years, the number of annual new construction permits reviewed per

year for the past three years, facilities, contact information, unresolved fire hazard or code concerns and previous inspection information.

11.Sharing of Target Hazards and Facility Data

By February 1, 2026, PBCFR shall provide JFRD with all data requested target hazard and facility data (i.e., data on target hazards, Tier II hazardous materials facilities, existing pre-fire plans for facilities within the Town of Jupiter, current designated helicopter landing sites).

12.Incident Response Data

By August 1, 2025, the Town shall provide PBCFR with a HIPAA-compliant business associate agreement to cover the sharing and use of data.

By September 2, 2025, PBCFR shall provide JFRD with all incident response data for all calls for service within the Town, including call type, call location, units dispatched, call received time, and each unit's dispatch time, enroute time, arrival time, time to hospital, time arrived hospital, hospital destination, and cleared time.

13.Financial Data

Pursuant to sections 3 and 14 of the existing Interlocal Agreement for Fire Protection and Emergency Medical Services by and between the Town of Jupiter and Palm Beach County, the County is required to calculate, maintain, and provide the Town with certain financial records and information. By August 1, 2025, the County shall provide the Town with the following financial data and records:

- i. All financial data showing projected future costs through the term of the current agreement. The Town acknowledges that this information is only an informational projection that may change over time.

- ii. All records for charges and collections for all revenues for services rendered by PBCFR within the Town for FY 2024, including but not limited to the following services:
 - Hazardous materials mitigation services.
 - All fees for non-emergency services, including, but not limited to, impact fees, fire inspection fees, plan review fees, false alarm fees, etc.
 - Emergency transport services fees.
- iii. All records containing budget data, allocation percentages, response time statistics, and all other information necessary to calculate the cost of services in the Full Cost Formula contained in Exhibit A of the Interlocal Agreement.
- iv. A year-end budget to actual report for Battalion 1 (fund 1300) and the Jupiter MSTU (fund 1301) for FY2024.
- v. A year-end balance sheet for the Jupiter MSTU fund 1301 for FY 2024.
- vi. An expense report showing the capital improvements if any for stations 16, 18, and 19 for FY 2024.
- vii. The 2025 Annual Report when completed.

14.Training:

JFRD and PBCFR shall engage in and complete joint training, inclusive of special operations, rapid intervention, active shooter, and other multi-agency response scenarios, beginning no later than August 1, 2026.

SECTION 3. STANDARDS OF COMPLIANCE

The parties, their respective officers and employees, subcontractors, or assignees, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement.

SECTION 4. RELATIONSHIP OF COUNTY EMPLOYEES TO THE TOWN

This Agreement does not and shall not be construed to make any officer or employee of the County an officer or employee of the Town for any purpose whatsoever, nor any officer or employee of the Town an officer or employee of the County for any purposes whatsoever.

SECTION 5. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

SECTION 6. AMENDMENTS

The terms of this Agreement may not be amended, supplemented, waived, or changed without the written approval of both parties.

SECTION 7. ENTIRE CONTRACT

This Agreement states the entire understanding between the parties relating to this Agreement, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

SECTION 8. LIABILITY AND INDEMNIFICATION

The parties and their respective elected and appointed officials and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party or for any third party. Each party shall be liable for its own actions and negligence and, to the

extent permitted by law, County shall indemnify, defend and hold harmless the Town against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and the Town shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of the Town's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

SECTION 9. NOTICES

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by messenger, courier services, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Palm Beach County Fire Rescue
Attn: Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411

with a copy to:

Palm Beach County Attorney's Office
Attn: Fire Rescue Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone 561-355-2225
Fax 561-355-4398

(b) If to the Town:

Town Manager Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

with a copy to:

Town Attorney
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

The County's representative and Contract Monitor during the term of this agreement shall be the Fire Rescue Administrator, whose telephone number is (561) 616-7000. The Town's representative and Contract Monitor during the term of this agreement shall be the Town Manager, whose telephone number is (561) 741-2214.

SECTION 10. GOVERNMENTAL POWERS

The parties understand, acknowledge and agree that nothing contained in this Agreement shall be construed in any way to transfer, divest, contract away, delegate, or otherwise limit the parties' respective legislative, sovereign, and police powers; and therefore this Agreement shall not implicate Article VIII, Section 4 of the Florida Constitution.

The parties acknowledge that this is an interlocal agreement under Chapter 163, Florida Statutes, and each party shall retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of such interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, or Town officials.

SECTION 11. 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. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights or benefits to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the County and/or the Town.

SECTION 12. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 13. NON-DISCRIMINATION

Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties warrant and represent that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 14. SEVERABILITY

If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 15. SURVIVABILITY

Any provision of this Agreement which is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement.

SECTION 16. FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Fire Rescue

ATTEST

TOWN OF JUPITER, FLORIDA, BY ITS
TOWN COUNCIL

By: _____
Laura Cahill, Town Clerk,

By: _____
Jim Kuretski, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Thomas J. Baird, Esq.,
Town Attorney



OFFICE OF THE TOWN MANAGER

May 9, 2025

Chief Patrick J. Kennedy
Fire Rescue Administrator
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, FL 33411

Dear Chief Kennedy:

The existing Interlocal Agreement for Fire Protection and Emergency Medical Services by and between the Town of Jupiter and Palm Beach County (existing agreement) contains a termination clause (section 12.B.) requiring 36 months of notice. During contract negotiations in late 2022 and early 2023, the County changed the notice of termination in this section to 36 months from the 12 months that had been in several of the previous drafts, explaining that it would take PBCFR 36 months to redeploy personnel and assets currently serving the Town. The Town Council accepted this change and ultimately approved the agreement in April of 2023. The Town exercised this clause in September of 2023, causing the agreement to expire on September 30, 2026.

Enclosed please find a proposed Interlocal Agreement for The Transition of Fire Protection and Emergency Medical Services to the Town of Jupiter (proposed ILA). This proposed agreement comes as a follow up to my meeting on Thursday, May 1, 2025 with District Chief Rowley and Chief Gonzalez, where I shared the transition plan and my letter to you dated April 25, 2025. In a follow up call the next day with Chief Rowley, I also shared that it was our intent to provide the County with the transition plan in the form of an Interlocal Agreement.

Because this matter is one affecting the health and safety of the residents we mutually serve, we ask that you review the proposed agreement with an appropriate sense of urgency. This proposed agreement is scheduled on the Jupiter Town Council agenda for Tuesday, May 20, 2025. Once the agreement is approved by the Town Council, the Town will forward it to you for you to place it on a Board of County Commission agenda for their approval and execution.

The Town believes that agreement on a mutually-beneficial transition plan across areas of service is the best way to ensure seamless delivery of fire and emergency medical

services to Jupiter area residents, businesses, and visitors. To that end, the proposed ILA outlines areas of collaboration and timeframes for deliverables to ensure a successful transition process. These areas include but are not limited to automatic and mutual aid; a joint response initiative; transition of Stations 18 and 19 service areas; turnover of the Station 16 facility; implementation of the radio system; Knox Box processes; sharing of certain critical data; and transition of fire prevention and code enforcement services.

At the Palm Beach County EMS Advisory Council (EMS Council) meeting on March 20, 2025, the EMS Council considered the Town's application for a Certificate of Public Convenience and Necessity (COPCN). The Town's COPCN application was filed with a requested effective date of August 1, 2026, in order to allow for a safe transition of services, as outlined in the proposed ILA. Assistant County Attorney Burrows explained, after a motion and a second were made to approve the application with an August 1, 2026 effective date and before a call for the vote, that the COPCN date was subject to the termination date of the existing agreement between the Town and the County (September 30, 2026). She stated that when the BCC considers the COPCN application, it could agree to an effective date of August 1, 2026.

With respect to your letter of May 6, 2025 (attached), you stated that it will not be necessary to discuss a transition plan until January, 2026, or eight months from now. In that letter you limit the transition activities to Station 16. The Town remains adamant that more planning and collaboration – not less – must take place between our teams in order to ensure a smooth transition of all of the areas outlined in the proposed agreement. Further, the Town strongly opposes a plan that effectively amounts to a “flip of the switch” on midnight, September 30, 2026, because it would not be in the best interest of the safety of residents and businesses. It is unrealistic to expect that type of approach will not come with unintended consequences to public health and safety. It also remains the Town's position that the collaboration required needs to start immediately, and have a goal of being complete by August 1, 2026 – sixty days prior to the date when JFRD assumes full responsibility for fire and emergency medical services in Jupiter. This early cooperation and collaboration will yield the best, most proactive, and safest possible outcomes for the residents and businesses in the Jupiter area.

I appreciate your commitment and assurance to providing excellent service to the Town of Jupiter. As a former Police Chief and first responder with over 40 years in law enforcement, I am committed to strengthening our partnership in a way that raises the bar on public safety service delivery for the residents of Jupiter, and the residents of Palm Beach County. I believe the transition plan, outlined in the enclosed proposed ILA, provides both of our organizations with the best possible path toward a smooth

May 9, 2025

Chief Patrick J. Kennedy, Fire Rescue Administrator, Palm Beach County

Page 3 of 3

transition, a seamless evolution of the delivery of services, and continued collaboration. I look forward to receiving your comments soon.

Sincerely,



Frank J. Kitzerow
Town Manager

Attachments:

1. Letter from Chief Kennedy, May 6, 2025
2. Proposed Interlocal Agreement for The Transition of Fire Protection and Emergency Medical Services to the Town of Jupiter

cc: Honorable Mayor and Members of the Jupiter Town Council
Honorable Mayor and Members of the Palm Beach County Board of County Commissioners
Verdenia Baker; County Administrator, Palm Beach County
Patrick Rutter; Deputy County Administrator, Palm Beach County
Todd Bonlaren; Assistant County Administrator, Palm Beach County
Darrel Donatto, Fire Chief, Town of Jupiter
Thomas J. Baird, Town of Jupiter Attorney
Sharon Burrows, Assistant County Attorney, Palm Beach County Legal Department



Fire Rescue

Chief Patrick J. Kennedy
405 Pike Road
West Palm Beach, FL 33411
(561) 616-7000
www.pbc.gov



**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joel G. Flores
Marci Woodward
Maria Sachs
Bobby Powell Jr.

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

May 6th, 2025

Frank Kitzerow,
Town Manager
210 Military Trail
Jupiter, FL 33458

Dear Mr. Kitzerow,

Thank you for notifying my office of your intent to meet with Chief Rowley. Chief Rowley has prioritized meeting with you in the past and will continue to do so. He also provides regular briefings as needed with me regarding his activities. We recognize the great effort Chief Rowley has put forth to engage in community events and regularly attend Council Meetings. Chief Rowley knows that his leadership supports him, and he may request guidance through his chain of command at his discretion.

On February 24th, 2025, Assistant Chief David Woodside, Deputy Chief Gonzalez, District Chief Rowley, Division Director Jill Gregory, and other support staff from PBCFR attended a meeting at the request of Chief Donatto to discuss the transition. Since that meeting, PBCFR has provided templates, which the Town of Jupiter may utilize to develop its own dispatch response protocols. Additionally, information on the IT closet (station 16), station numbering and other information on essential equipment was provided in an effort to assist the Town in budgeting/planning for the transition.

Further during the same February 24th, 2025 meeting Chief Donatto verbally requested to terminate the contract early. My staff made clear that we would continue to honor the existing contract until its expiration on September 30, 2026.

Upon receipt of your letter dated April 25th, 2025, my office again reviewed the items identified by Chief Donatto in the February meeting and is confident that it shouldn't take more than three months to develop and implement a transition of Fire Station 16. Therefore, nine months is more than adequate. As such, I have determined that my office is prepared as scheduled to have a meaningful discussion by January 2026.

As the Fire Rescue Administrator, I assure you I am committed to continue providing excellent service to Town of Jupiter. Thank you again for your notification of your intent to meet with Chief Rowley, though unnecessary. I encourage you to continue to communicate with Chief Rowley as needed. Please let me know if you have any issues in scheduling meetings with him.

Sincerely,

Patrick J. Kennedy
Fire Rescue Administrator



May 12, 2025

JIM KURETSKI
MAYOR

Honorable Mayor and Members of the Board
Board of County Commissioners
Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401

RON DELANEY
VICE MAYOR

Honorable Mayor Marino and Members of the Board of County Commissioners,

PHYLLIS CHOY
COUNCILOR

On behalf of the Jupiter Town Council, we respectfully request that the Board approve a Certificate of Public Convenience and Necessity (COPCN) application from the Jupiter Fire Rescue Department (JFRD). The application is on the Board of County Commissioners (BCC) agenda of June 10, 2025. The submitted application identifies an effective date of August 1, 2026. We request that the BCC's approval of the COPCN include that effective date of August 1, 2026, to provide sufficient time for both JFRD and PBCFR to collaboratively implement a transition plan that ensures the seamless delivery of fire and emergency medical services to protect Jupiter-area residents, businesses, and visitors.

MALISE SUNDSTROM
COUNCILOR

The COPCN provided to the Palm Beach County EMS Advisory Council requested the August 1 date, however, the EMS Advisory Council recommended an effective date of October 1, 2026 because that is the date JFRD takes over responsibilities for all service calls from PBCFR. During the EMS Advisory Council's discussion on the Town's application, the Town was advised that the date could be adjusted by the BCC if an agreement was reached between the Town and the County on service and transition dates.

FRANK KITZEROW
TOWN MANAGER

JFRD leadership has endeavored to develop a mutually-beneficial transition plan for services with PBCFR. The Jupiter-area community will not be served by a "flip of the switch" on midnight, September 30, 2026. An appropriate transition plan with phased implementation will ensure that residents, visitors, and businesses in the Jupiter area are protected. PBCFR leadership's availability for these meetings has been challenging. The Town has therefore prepared an interlocal agreement (ILA) regarding the transition plan. Please refer to the attached letter and proposed ILA submitted to PBCFR Chief Patrick Kennedy on Friday, May 9, 2025.

This ILA provides for a smooth transition of public safety services, which serves the best interests of the general public. We ask that you support the application for COPCN with an effective date of August 1, 2026, and also share your support for the attached ILA with the County Administrator.

Sincerely,

A handwritten signature in black ink that reads "Jim Kuretski". The signature is fluid and cursive, with the first name "Jim" and last name "Kuretski" clearly distinguishable.

Mayor Jim Kuretski

Attachment: Letter and attachments dated May 9, 2025 to Chief Patrick Kennedy, Chief of Palm Beach County Fire Rescue

cc: Members of the Jupiter Town Council
Verdenia Baker; County Administrator, Palm Beach County
Patrick Rutter; Deputy County Administrator, Palm Beach County
Todd Bonlarron; Assistant County Administrator, Palm Beach County
Chief Patrick Kennedy, Palm Beach County Fire Rescue
Frank J. Kitzerow, Town Manager, Town of Jupiter
Darrel Donatto, Fire Chief, Town of Jupiter
Thomas J. Baird, Town of Jupiter Attorney
Sharon Burrows, Assistant County Attorney, Palm Beach County Legal Department

TOWN OF JUPITER
Appointment to Fill the Vacancy in the District 1 Town Council Seat



DATE	May 20, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Ashley Wilson, Human Resources Director
SUBJECT	Town Council Consideration to Appoint a Member to Fill the Vacancy in the District 1 Town Council Seat

EXECUTIVE SUMMARY

According to the Town Charter (Article II, Section 2), the Town of Jupiter Town Council is composed of four regular council members and one mayor, each of whom is elected for a term of three years. Two of the four council members are elected from the First District and two are elected from the Second District. All candidates are elected by the voters of the town at large, with two Council members residing in each of the two districts, and the mayor residing in either district. The Town's residency districts for Town Council members is shown on the map in Attachment 1 and available in the election section of the Town's website.

Currently, one of the two seats in District 1 is vacant due to a resignation. There are 10 months remaining in the term of the vacant seat, which expires in March, 2026.

The Town of Jupiter Charter (Article V, Section 4(c)) also states that if a vacancy occurs in the Town Council, the Council, by majority vote, shall appoint a qualified person to fill the vacancy until the next regular election or for the remainder of the unexpired term, whichever occurs first. If a majority of the members are unable to agree upon the election of a member of the town council to fill said vacancy after two regular meetings have been held, then the Town Council shall call a special election for that purpose.

At their meeting on April 15, 2025, Town Council directed staff to use a similar process and timeframe as was used in 2023 to invite interested applicants to apply for appointment to the vacant seat. The criteria for consideration was to be a resident of District 1. Additionally, the Town Council requested that applicants be asked to provide information on their community involvement, volunteering, professional experience, understanding of the Town, knowledge of the Town Code, affection for the Town, and a willingness to listen and represent all residents. On April 17, 2025, the Town invited interested residents to apply for the Town Council vacancy by a deadline of noon on May 12, 2025. The applicants were asked to provide a cover letter of interest describing the criteria listed above, a resume, proof of residency, and sign an oath of eligibility. Town Staff performed a review of the submitted information based on a checklist, and each candidate's checklist, cover letter, resume, and oath of eligibility are included in Attachment 2.

The Town received a total of 20 applicants, of which 18 are qualified based on the residency requirement (listed below):

Clegg, Richard

Guisinger, Daniel

Miller, Joshua

Coakley, Louis
Davis, James
DeLucia, Richard
Giles, Louise
Gore, Linda

Hynes, Neal
Imhoff, John
Knoll, Matthew
Kolman, Steven
McHenry, Michael

Surmont, Susan
Thomas, Mike
Vinson, Karen
Walsh, Patricia
Weston, Andrew

Two applicants are not qualified, based on the District 1 residency requirement:

Donohue, Kenneth
Palenzuela, Craig

ANALYSIS

On April 15, 2025, Town Council directed Staff to notify the public that they would be accepting applications from individuals interested in being appointed to the vacant, District 1 seat on the Town Council. Between April 17, 2025 and May 12, 2025 at noon, the Town received 20 applications. Of those applications, 18 met the District 1 residency criteria established by the Town Council, based on their submitted information. The Town Charter states that the Council, by majority vote, shall appoint a qualified person to fill a vacancy until the term expires, or the next regular election. The term of the current, vacant District 1 seat expires in March, 2026. Should the Council approve an appointment by majority vote, a new Council member will be sworn-in to fill the vacant seat until March, 2026.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Attachment 1: Town Residency Districts
2. Town Council Vacancy Applications - Attachment #2

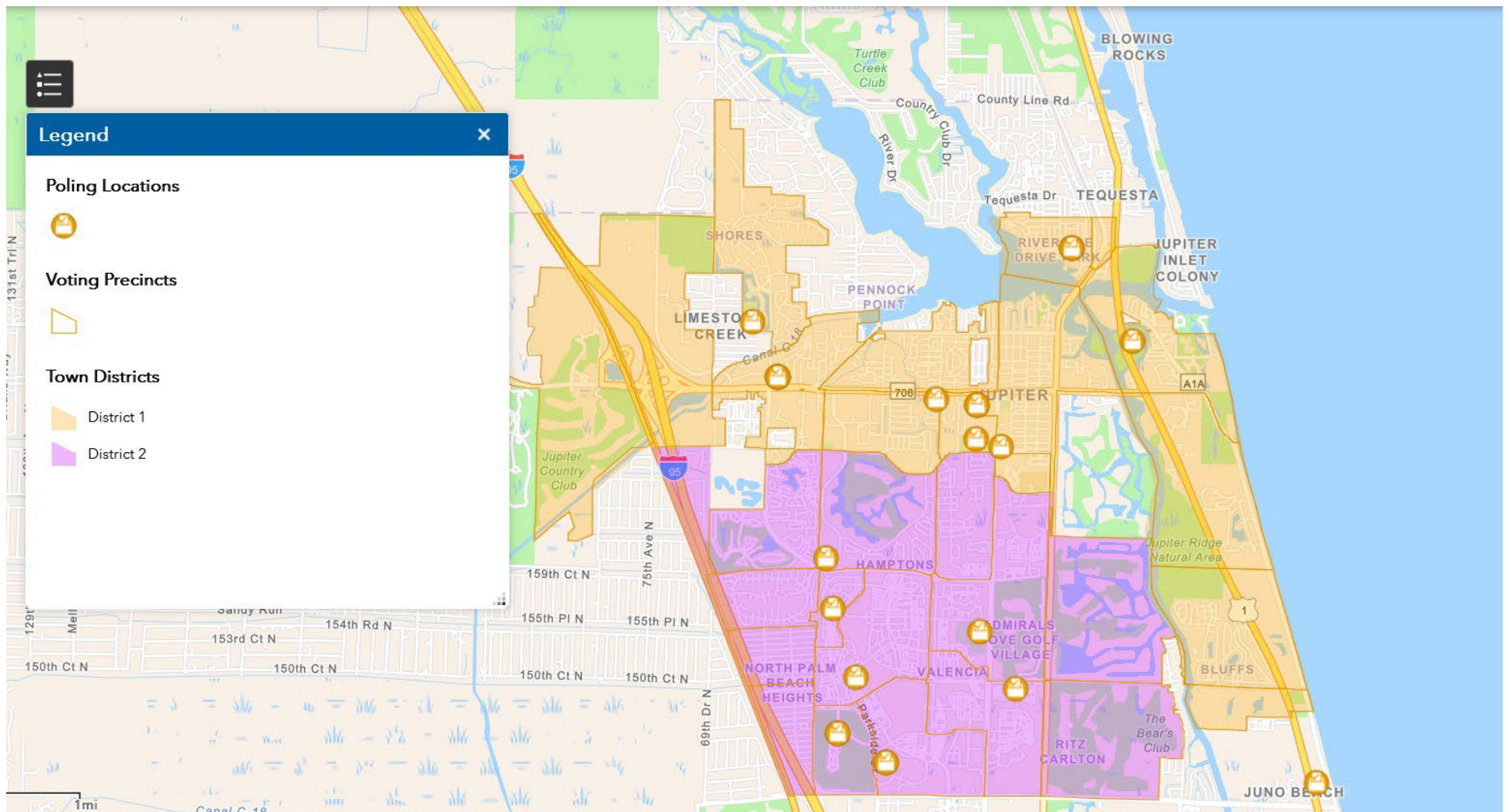
FUNDING SOURCE

*Funding is not necessary for this request.

For more information or to request attachments, please contact the Human Resources office at humanresources@jupiter.fl.us and/or (561) 741-2321.

District Map

Attachment #1





Town Council Appointment Checklist

NAME: Richard Clegg

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	07/21/2015	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

Rick Clegg
103 W Sandpiper Cr
Jupiter, FL 33477
Rick@jupiteroutdoorcenter.com

April 28, 2025
Town Clerk
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Dear Town Clerk and Members of the Town Council,

I am writing to express my interest in serving on the Jupiter Town Council. As a grateful resident of Jupiter since 1979, small business owner since 1982, and passionate community advocate, I would be honored to listen to residents and fellow council members and help guide the future of this town I've called home for over four decades.

I founded Jupiter Outdoor Center (JOC) in 1997 to share my passion for the outdoors and promote healthy, nature-based recreation especially for our area youth. Since then, JOC has grown to include two locations, continuing to evolve and provide unique ways for residents and visitors to connect with the beauty of our environment. My entrepreneurial journey in Jupiter also includes founding Guanabanas, now a cherished waterfront destination, and managing a successful real estate brokerage, Weichert Realtors Sunshine Properties, formerly Sherlock Home Finders, since 1982. I'm also proud to have created Headwaters Jupiter, a distinctive riverside retreat in Jupiter Farms made from shipping containers, which serves as a quiet place for reflection, education, and adventure.

Over the years, I've stayed deeply involved in our community through the following: environmental education, Chamber of Commerce and the Discover The Palm Beaches eco-tourism committee, founded Jupiter Tequesta Jaycees in 1983 where I organized the first beach clean up and river raft race, I founded Toast of the Coast Toast Masters in 1994 and have worked closely with children and adults seeking recovery from drug and alcohol addiction since 1985. I've worked closely with organizations and schools to get people of all ages outside — even the Town of Jupiter staff including biking, paddling, hiking and learning about the ecosystems that make Jupiter so special.

I have a strong working knowledge of how our Town government functions, including its code of ordinances and long-term strategic goals. As a local business owner, I've engaged with various departments and participated in civic discussions that influence our parks, waterways, and zoning policies. I understand the importance of transparency, balanced growth, and representing the voices of all residents, and I believe in listening first, then working collaboratively to find thoughtful solutions.

My affection for Jupiter runs deep. This town and the people living here have helped shape my life and my work. I've raised my family here, built my businesses here, and I'm passionate about preserving the natural beauty and community values that make Jupiter unique.

Attached is a copy of my Florida driver's license, verifying my current address of residence within town limits. I welcome the opportunity to serve with integrity, vision, and a continued commitment to helping our community thrive.

Thank you for your time and consideration.

Sincerely,
Rick Clegg

Richard Clegg

103 W Sandpiper Cr, Jupiter, FL | 561.346.0844 | 4114fun@gmail.com

Summary

Motivated and driven by strong personal values and an ever-evolving commitment to service with proven success as a leader, innovative entrepreneur, educator, youth camp director, eco-tour guide, and father and husband.

Professional Experience

Founder & CEO – Jupiter Outdoor Center (JOC)

Jupiter, FL | 1997–Present

- Launched South Florida's first choice in coastal paddling, youth camps, eco-tours, and snorkel safaris
- Expanded operations to Riverbend Park in 2018, Loxahatchee River's scenic gateway

Founded – Love Street Outdoor Center

Jupiter, FL | 2021

- Narrated boat cruises, nature tours, and historical experiences

Creator – Headwaters Jupiter

Palm Beach County, FL | 2014–Present

- First developer in the county to receive a permit for repurposing shipping containers into habitable structures

Founder, Broker & President – Sherlock Home Rentals and Management

Jupiter, FL | 1982–2024

- Serviced thousands of clients and managed over \$1 billion in real estate assets
- Known as “Jupiter’s Elementary Rental Solution”

Broker/Franchise Owner – Weichert Realtors Affiliate

Jupiter, FL | 2002–2024

- First Weichert franchise affiliate in the U.S.
- Operated as a full-service real estate brokerage

Co-Founder – Guanabanas Restaurant

Jupiter, FL | 2004–2010

- Founded iconic riverfront dining and music destination with unanimous Town Council approval
- Evolved original concept in 2004 into 250-seat landmark venue in 2010
- Gave easement to Town of Jupiter for River Walk

Founder – Costa Rica Outdoor Center

Playa Flamingo, Costa Rica | 2025

- Newest outdoor education and adventure venture abroad

Education

B.A. in Real Estate/Finance

University of Miami, Coral Gables, FL | 1979

- Graduate, Landmark Education Leadership Training | 2000
- Graduate, Next Level Leadership Training | 2024
- Student of Dr. Joe Dispenza | 2018–2019

Certifications & Continuing Education

- Certified Property Manager (CPM) | 1987
- Accredited Residential Manager (ARM) | 1985
- Certified Eco-Tourism Guide, Palm Beach County | 1999
- ACA Certified Coastal Kayak Instructor | 1990–2014
- Certified Scuba Diver | 1988

Licensing

- Real Estate Salesperson, CT | 1976
- Real Estate Salesperson, FL | 1978
- Real Estate Broker, FL | 1982

Leadership, Affiliations & Community Involvement

- President, First Unitarian Church | 2000–2002
- Founding President, Jupiter/Tequesta Jaycees | 1983
- Education Chair & President, IREM Chapter 76 | Various Years
- Member, Grievance Committee – Board of Realtors | 1987, 1990
- Faculty Member, Realtor Institute of Florida | 1990
- Member of Drug Task Force, Chamber of Commerce | 1988
- Founding Member, Palm Beach County Eco & Heritage Tourism Assoc. | 1998
- Member, Tour & Travel Committee, Palm Beach Convention & Visitors Bureau | 1990–91
- President, Toast of the Coast Toastmasters Club | 1993
- Member, American Canoe Association | Since 1999

Awards & Honors

- Accredited Residential Manager of the Year | 1992
- Order of Omega – University of Miami | 1979
- Lifetime Member, Million Dollar Club | Since 1988



OATH OF ELIGIBILITY

I, Richard Clegg

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. A qualified voter in the Town and
2. Must have resided in the Town for the six (6) month period preceding the election."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE:

x [Signature]

Home Address: 103 W Sandpiper Cr.

Jupiter
City

FL
State

33477
Zip Code

5/12/25
Date Signed

561-346-0844
Phone

Sworn to and subscribed before me this 12 day of May, 2025
at Palmdale County, Florida.



[Signature]
Signature and title of officer administering oath



Town Council Appointment Checklist

NAME: Louis Coakley

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	07/01/1988	☐
After Verification is Complete		
Oath of Eligibility was not completed prior to the agenda item's publication.		
Oath of Eligibility	☐	☐

April 26, 2025

To: Jupiter Town Council

Jupiter, FL 33458

Re: Vacant Town Council Position Submittal

I would like to submit my application for the Town Council vacant position. I am very interested in joining the Town Council due to my longtime dedication to the Town and desire to help support the important efforts of the Council. I have been a full-time resident of Jupiter for over 37 years and reside in District 1. I have participated in numerous Town activities and volunteer efforts. I'm currently the longest-serving member of the Town Beach Committee. Below is a listing of my credentials and justification for serving on the Council.

- My current address is 947 Marlin Circle, Jupiter, 33458.
- Summary of professional experience.
 - NextEra Energy/ FPL Environmental Services Manager 1988-2020. Responsible for permitting, community relations, siting, and environmental protection/ compliance for energy projects in Florida and throughout the US and Canada. Managed hurricane and oil spill response activities. Led due diligence efforts for acquisitions of numerous energy projects and reported to senior management. Conducted environmental audits of existing assets to ensure compliance. Initiated corporate safety and ethics programs for the company. Offered and accepted early retirement in 2020 after 32 years of service.
 - TRC Environmental Energy Director, 2020-2024. Consultant for TRC Environmental, one of the largest energy/ environmental consultants in the US. Supported client energy project developments with siting, permitting, community support and compliance. Retired in 2024.
 - Southern States Energy Board/ Southern Governors Association Director, 1983-1988. Supported 16-southern states with energy and environmental assessments for the growing region. Extensive travel and meeting with local, state and federal officials concerning energy opportunities for Association states.

- As a graduate student, co-wrote the first Florida Beach Management Plan for the Florida Department of Environmental Protection in 1981-1982. Traveled to all the beaches of Florida for research and information from local governments.
- o Summary of community involvement and volunteering
 - Town of Jupiter Beach Committee member for over 20 years. Active member reporting regularly on beach issues and needs. Served as Chairman several times. Provided presentations to the Committee, staff, and Town elected officials, including the role of the Town in an oil spill event.
 - Beach Ambassador and member of the Friends of Jupiter Beach since 1988. Led monthly beach cleanup groups and education to new beach visitors.
 - Helped create the first Men's Senior Baseball League of Jupiter in 1989. The Jupiter Glory Days won three national World Series championships with local senior residents only.
 - Active with Veteran activities and recognition, including support of the Vietnam Wall visit in 2015. Personal note: my father, Major Coke Coakley, WW II US Army 853rd Engineering Aviation Battalion, was recently accepted for full military honors burial at Arlington National Cemetery. He was a Purple Heart survivor of the largest loss of life at sea in US military history, the German sinking of the HMT Rohna in the Mediterranean Sea in November 1943. Over 1,300 men died and my father, who was severely wounded with a fractured skull, still rescued numerous men and survived nearly 10 hours in the sea before being rescued. www.rohnaclassified.com. He later went to the China, Burma, India theater to battle the Japanese and build B 29 airfields. He will be on a Jupiter Veterans Legacy brick in the next round of orders.
 - FPL MS Bike Captain for annual rides and fundraising. The 120 mile bike south Florida rides have gone on for over 20 years, and the team has raised over \$100,000 for the cause. Very involved in bike safety issues (wrote the FPL Bike Safety Manual) since I haven't owned a car in over 20 years, commuting to work on a bike every day.
 - Participated in numerous Town and Park cleanup activities, including kayak cleanups of the Loxahatchee River, mangrove plantings in Jonathan Dickinson State Park, and others.
 - I also support the health needs of our community and others by donating platelets at the local Jupiter blood bank every other week (now at 30 gallons). A colleague had a son with leukemia and asked for donations. I jumped to help, but now appreciate the donations for the greater good for all.
 - We have always been big supporters of Jupiter teams from JTAA, Jupiter High and Silver Sluggers at Roger Dean Stadium, to name a few. I have also been very

involved in the evolution of Roger Dean complex and interested in the bio-tech expansion in Jupiter.

- Awareness of how Town government works
 - Received a Master's of Public Administration degree from the University of West Florida, which provided my educational foundation for understanding local and state government in Florida.
 - Frequent attendance at local government meetings and presentations to Town officials and the community. My first FPL project was a transmission line to the Jupiter Plumosos Substation, which involved numerous community and Town meetings. I also attended Jupiter Town Council meetings on areas of personal interest. Maintained personal relationships with current and previous Jupiter Mayors, Council members, and staff.
 - Board Member/ ex-President of the Rio Vista Property Owners Association (Marlin and Dolphin Drive community) that met often with Town officials on local issues, including Loxahatchee and canal dredging, Jupiter Police use of the community boat ramp, Association enhancements/ signage beautification, etc.
- Experience and knowledge of the Town Code
 - As a long-time member of the Town Beach Committee, I've not only reviewed the Town Code related to beach issues but also additional areas since I've always been engaged in proper activities under the Code for development and compliance. I've also frequently reviewed the Code for Rio Vista community activities to ensure compliance.
 - I've always taken a proactive approach to Town growth and zoning issues and supported Town leadership to ensure Jupiter remains a great place to live and work.
- Willingness to listen to and represent all residents
 - Every Friday night, my wife Bonnie and I (and Moose the Chihuahua) enjoy sitting on Jupiter Beach Walkdown #46 and chat with whoever walks by. We have met so many people from different backgrounds and always offered guidance or help with any local issues or questions they may have.
 - My career has been based on listening and understanding various people's stories and interests. Being a JTAA coach also teaches you well on how to listen and have patience.
 - I am also a very good storyteller and folks often ask unique questions that turn into fun exchanges. My daughter, Dr. Morgan Coakley, a dentist with her new office, Hobe Sound Dentistry, lives in Abacoa and is a certified comedian, having graduated from Second City Comedy School in Chicago. Humor is a great way to be nice to Jupiter residents.

- Explanation or examples of exhibiting an affection for the Town of Jupiter
 - My wife and I recently returned from a second trip to New Zealand. We love Jupiter so much we brought Jupiter baseball caps to hand out to nice people we met on our trip. People loved hearing our stories of our great little town from the Lighthouse to the beach to the historic resources and more.
 - We attend all things Jupiter, including Carlin Park concerts, Town festivals and parades, and holiday celebrations. If there is a Town event, we are almost always there.
 - The Town Council once honored our old-man baseball team's national championship, and I addressed the Council and audience with what a thrill it was to chat with players from around the World about how great a Town we live in. As such, people have often told me to be a tour guide for Jupiter.

Thank you for your consideration, and I'd be happy to respond to any further questions anytime.

Sincerely,

Louis "Coke" Coakley

947 Marlin Circle

Jupiter, FL 33458

(561) 310-7863



Louis "Coke" Coakley
Environmental Consultant

Coke Coakley supports multiple project initiatives concerning client renewable energy, transmission, and energy storage projects.

CREDENTIALS

Education:

- M.S., Public Administration: Energy Management, University of West Florida, 1982
- B.A., Marine Environmental Policy and Geography, University of Rhode Island, 1980

EXPERIENCE

Areas of Expertise:

- Renewable/ fossil energy, transmission, energy storage, facility siting, compliance.

PROJECT EXPERIENCE

Paradigm Energy Partners, Jupiter, FL (Environmental Consultant: 2024-present)

Independent environmental consultant for energy and transmission development clients.

TRC Companies, Jupiter, FL (Senior Consultant: 2020-2022)

- Directly supported numerous TRC client projects including renewable energy, transmission, energy storage, construction compliance, and research and development. Developed US regional renewable energy strategic plans.

NextEra Energy Resources (NEER) and Florida Power & Light (FPL) – Juno Beach, FL (Manager Environmental Services: 1988 – 2020 - retired)

- Conducted environmental and development support for NEER and FPL renewable energy, fossil power generation, and transmission projects. Regional Manager for the eastern U.S. and Canada. Engaged in project financings and acquisitions. Managed project permitting issues, energy facility siting, and report analyses/conclusions. Led agency, stakeholder, and public meetings. Involved in over 400 projects throughout the U.S., Canada, Puerto Rico, and Mexico. Attended regular meetings of NEER senior management on project status, acquisitions, and sales.
- Supported permitting processes in various states and provinces, including New York's Article VII and Article 10 programs at the state level and State Environmental Quality Review Act (SEQRA) at the local level. Permitting Manager for multiple transmission and renewable energy projects in New York and interactions with various New York utilities, including NYPA, LIPA, National Grid, and others. Developed and submitted bids into all recent New York State Public Policy Transmission Needs (PPTN) project solicitations. Successfully won the Western New York PPTN solicitation with the 345-kV Empire Transmission project. Conducted project team field tours of transmission lines and substations in preparation for competitive bids and compliance support.
- Permitting Manager for over a dozen AC and HVDC transmission projects, including SeaLink project and numerous combined-cycle and simple-cycle power projects.
- Environmental Manager for the Eight Point Wind project (Steuben County, NY), Long Island Energy Storage Projects (East Hampton, NY), numerous Article 10 solar projects, and the 140-MW Long Island Offshore Wind Park, off Long Island, New York.
- Managed corporate process management system for support of renewable/fossil energy projects and the corporate environmental competitive utility database.
- Environmental Audits Team leader for FPL and NEER facilities. Responsible for scheduling and preparing facility audit reports and sharing lessons learned.
- Environmental Resource Protection Unit Leader, NextEra corporate oil spill response team providing oil spill environmental assessments and trajectory/impact modeling (SIMAP oil spill model) and other resources for all bulk oil storage facilities and pipeline sites. Led the Deepwater Horizon Corporate Response Team.
- Participated in numerous corporate functions, including corporate ethics/governance programs, new employee recruiting/onboarding, department/corporate safety programs, project estimating, hurricane response, records storage, and community volunteering.
- Technical document manager for the Deming Prize for Quality from the Union of Japanese Scientists and Engineers in 1989, first non-Japanese company to win the award.

Southern States Energy Board – Atlanta, GA (Assistant Director: 1982-1986)

- Directed environmental programs for this 16-state energy compact organization.



Town Council Appointment Checklist

NAME: James Davis

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	05/20/2016	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

Friday, May 2, 2025

Town of Jupiter Council,

I'm very interested in the open position for Town Council of the Town of Jupiter. As Secretary/Treasurer Commissioner of the Jupiter Inlet District and on the board of the Loxahatchee River Preservation Initiative I have been involved in reaching out to the residents and serving the public interest of the Town of Jupiter. This includes protecting the historical and natural resources of our community. In addition, I believe in providing a balanced and long-range view of the interest of the Town of Jupiter which includes promoting sustainable growth. Based on my employment experience, I will disseminate information in a very thorough and professional manner.

For your information, I've attached my application, resume and Jupiter Inlet District bio. In addition to this information, I was nominated as Vice Commodore for the North Palm Beach Yacht Club (2024), I'm on the Board of the Thelma B Pittman Jupiter Pre-school (2023), and on the Advisory Board of Sea Colony Lake Homes (2022). Kimberly and I have lived in Jupiter for 9 years.

Please feel free to contact me with any questions. I'm looking forward to this opportunity and hearing from you in the near future.

Thank you,



Jim Davis

3063 Mainsail Circle
Jupiter, Florida 33477
630-309-6474
JHD053050@gmail.com

James H. Davis

James H. Davis was elected to serve as a Jupiter Inlet District Commissioner for District 5 in 2021. His professional career in the financial services sector as Managing Director of Wealth Management Domestic Operations with JPMorgan Chase spans more than 40 years. He previously worked as a substitute teacher at Renaissance Charter School at Cypress. An avid and skilled boater with a love of the outdoors, Mr. Davis has worked with Ellison's Premier Marine Service and Yacht Sales since 2020.

In his role as a Commissioner for the Jupiter Inlet District, he served as the North Palm Beach Chamber of Commerce representative and currently serves on the Loxahatchee River Preservation Initiative (LRPI) Board. He is an active member of the organization and is focused on maintaining collaborative partnerships that improve the quality of life for residents of northern Palm Beach County.

Mr. Davis is involved with numerous civic and political organizations in Palm Beach County and in his native Michigan. Since 2017, he has served as the Palm Beach Republican Executive Committee Precinct Committeeman. Named a Grosse Ile Yacht Club Commodore in 1998, he belongs to the Association of Past Commodores as a member of the International Order of the Blue Gavel. Mr. Davis served a term as the North Palm Beach Yacht Club Director (2019-2021).

Engaged with his alma mater, Mr. Davis was a trustee for the Northern Michigan University Foundation Board from 2012-2017, and served as Chair of the Finance and Investment Committee for 4 years where he was able to leverage his professional expertise to serve the university's interests. Mr. Davis established the 'NMU Davis Foundation' for student scholarships of the Business School.

Mr. Davis holds a BS in Business Administration and Accounting from Northern Michigan University, a CBA Graduate degree from the University of Virginia's School of Retail Bank Management and his FINRA Series 27 License as a Financial and Operations Principal.

Mr. Davis has resided in northern Palm Beach County with his wife, Kimberly, and son, William, for nine years after relocating to the area from Chicago, Illinois. Mrs. Davis was a 9th grade teacher at Palm Beach Lakes High School, and is currently President of Republican Club of the Palm Beaches and past President of St. Mary's Children Hospital Foundation. When William is not focused on 8th grade academic pursuits, he is taking lessons at the Palm Beach Sailing Club and surf camp. William is also very involved in the JTAA sports programs. The family adopted their dog, Piper Laurie, from Furry Friends and love enjoying everything our area has to offer together.

James H. Davis

3063 Mainsail Circle
Jupiter, Florida 33477
(630)309-6474
JHD053050@gmail.com

SENIOR EXECUTIVE LEADERSHIP PROFILE

Highly accomplished executive with exceptional capabilities across multiple disciplines including developing and implementing strategic direction, driving operational efficiencies and process simplification, tackling complex business and regulatory initiatives, and day-to-day leadership for operations. Developed a cohesive, diverse team dedicated to ongoing improvement of service delivery platforms and client relationships. Built strong business operations and set specific, measurable, challenging yet achievable short and long-range strategic plans, priorities, goals and objectives to consistently meet or exceed business growth objectives. Served as a change agent for business improvements, new initiatives and processes. Coordinated business development with Sales, Product, Operations, Technology and other lines of business. Critical skills include:

- *Strategic Business Planning and Execution* - Decisions made with thorough understanding of procedures, company policies, and business practices to achieve general results and deadlines.
- *Budget Management* - Plan and monitor appropriate staffing levels and labor utilization.
- *Internal Controls and Risk Management* - Maintain a comprehensive, strategic supervisory oversight and risk management structure including oversight of external vendor controls and testing of controls. Ensure satisfactory audit, compliance and regulatory reviews.
- *M&A Program Management* - Lead operations consolidations and system integrations for multiple mergers and acquisitions.
- *Product Program Management* - Lead product development and implementation; assisted in planning and operational readiness.
- *Leadership and People Development* - Mentored and coached team members to maximize team performance through career development and succession planning activities. Lead by example.
- *Vendor Management* - Managed third party oversight of large, critical vendor relationships
- *Operations Management* (multi-location operations) - Drove organizational accountability, culture change and operational excellence for all oversight activities.

CAREER HISTORY

JPMorgan Chase (includes NBD, First Chicago NBD and BankOne) - 1979 - 2019

Managing Director, Chase Wealth Management Operations Key Initiatives June 2016 - September 2019

Tapped to lead multi-disciplined operations key projects and conversions for the Managing Director of Chase Wealth Management (CWM) Operations.

- Led the OMNI/SCPP conversion including 8 operation workstreams across lines-of-businesses. Aligned conversion priorities, milestones and tasks to achieve the conversion on time. Ensured no disruption to the client or advisor experience. Assisted in resolving key conversion issues/open items timely.
 - Multiple managed account products on one platform - \$62 billion assets
 - 62,300 bank managed accounts across 44,000 clients
 - 1.8 million positions and 9.5 million tax lots
- Clearing oversight and governance
 - Led the JPMS Clearing and CWM Operations Governance initiative including Private Bank and JPM Securities. Harmonized the model across Wealth Management Operations.
 - Coordinated multi-Clearing activities for CWM Operations (e.g., migration of Core JPMS Clearing to Broadridge's Managed Service, Tax Management Services conversion and annual tax season coordination, RMD remediation and strategic planning; escheatment process enhancement; assisted with the recovery playbook for the Fed).

Managing Director, Chase Wealth Management Operations July, 2004 - May, 2016

Led 650 person team responsible for investment operations, customer service, and front office support of \$1.1 billion revenue business with 1.8 million customer households serviced by 3,000 financial advisors. Managed \$65 million operating budget, including third party clearing vendor, with strategic focus on improving customer experience, financial advisor efficiency, streamlined processes, operational efficiencies, and strong control environment.

- Assisted in leading the 2011 national launch of the Chase Private Client offering for retail affluent customers
 - Collaborated with business partners to select supporting platform, establish operating model, and develop and execute comprehensive launch plan.

- Successful launch resulted in rollout to 2,700 branches nationwide, onboarding 420,000 households, and \$57 billion in total deposits and investment growth from 2012 through 2015.
- Collaborated with cross-line of business technology and operations partners to design and build a retail clearing platform, leveraging the firm's existing institutional platform. Oversaw multi-year \$100 million investment that culminated in successful conversion of 1.7 million brokerage accounts from third party platform, resulting in enhanced functionality and over \$20 million in annual run rate expense savings.
- Identified and led strategic opportunity to simplify legacy product and platform offerings for investment IRA accounts. Initiative led to successful conversion of 800,000 customer accounts, reduced complexity for financial advisors, provided product enhancements for customers, and generated over \$3 million annual run rate expense reductions.
- Designed pilot and launch of centralized team to service lower balance/profitable accounts. Initiative enhanced the customer experience, freed the capacity of the financial advisor, improved customer and financial advisor satisfaction, and reduced complaints.
- Crafted business plan to drive continued improvement in customer experience and front office efficiency while reducing expenses. Multi-year initiative included enhanced self-service capabilities for customers and increased front office automation and straight-through-processing.
- Led business integration of WaMu Investments operations functions. Oversaw plan for conversion of WaMu Investments customers to Chase Investments, including integration of operations functions, customer service, and financial advisor training. Conversion resulted in \$5.5 million in incremental operating expense savings.
- Led complex investment integration and conversion of The Bank of New York branches acquired in 2006 to Chase Investments.

Managing Director, Banc One Securities Corp Support Services July 1998 - June, 2004

Led 450 people team responsible for Account Servicing (Cashiering, Margins, Retirement and Transfers), New Account Processing, Equity and Fixed Income Trading, Advisor and Client Call Center, and Product Support. Maintained regulatory compliance and relationship with clearing firms.

- Significant improvement in service quality for advisors and clients; i.e. automated account opening, maintenance, money movement, mutual fund trade and account transfers.
- Successfully consolidated brokerage clearing platforms from three to one within a ten-month timeframe.

- Waste cutting and automation initiatives resulted in the reduction of 134 people and \$5.8 million in operating expenses.

First Vice President, NBD and First Chicago NBD Trust and Investment Operations June 1994 - June 1998

Lead 500 people team, including technology, responsible for securities operation, pension disbursements pricing/reorgs, 401k recordkeeping, corporate and personal trust, fund and pension accounting, product support and analysis, training, and system development. Span of control included 30 departments, \$34 million operating budget and three locations (Michigan, Illinois, and Indiana). Major accomplishments included staff development, new trust accounting system selection, and operations consolidation resulting in a staff reduction of 90 people and \$5.8 million in operating expenses.

Vice President, NBD Direct Consumer Loans 1989 - 1994

Lead 40 people team responsible to attain maximum profits within lending policy guidelines for lines of credit, home equity, auto, marine, mobile homes and other loans. Also managed NBD Insurance Co. which included credit life, disability and unemployment insurance. Oversight responsibilities included marketing, profitability, pricing models, credit policies, loan approvals, credit risk, compliance and systems development. Increased portfolio receivables ~70%. Actively involved in bank acquisition due diligence for consumer lending programs.

Vice President, Retail Revolving Credit/Credit Cards 1984 - 1989

Lead 100 to 150 people responsible for mastercard and visa, business cards, merchant programs, affinity programs, and private label products. Also provided oversight for acquisitions and agent bank programs for NBD Bancorp. Increased receivables and overall profitability while maintaining net losses below 2%.

Assistant Vice President, NBD Consumer Credit Adjustments and Special Collections 1979 - 1983

Lead 15 to 110 people

EDUCATION AND PROFESSIONAL LICENSES

Northern Michigan University - BS in Business Administration and Accounting; 1968 - 1972

University of Virginia - CBA Graduate School of Retail Bank Management; 1982 - 1984

FINRA Series 27 License - Financial and Operations Principal

OUTSIDE ACTIVITIES

Commissioner on the Jupiter Inlet District Commission, 2021 - 2024

Republican Executive Committee (REC) Precinct Committeeman, 2017 - Current

North Palm Beach Yacht Club Director, 2019 - 2021

Trustee on the Northern Michigan University Foundation Board, 2012 - 2017

- Chair of the Finance and Investment Committee for 4 years

Sea Colony Lake Home Advisory Committee, Member



OATH OF ELIGIBILITY

I, James H. Davis

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. A qualified voter in the Town and
2. Must have resided in the Town for the six (6) month period preceding the election."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE:

x 

Home Address: 3063 Mainsail Circle

Jupiter FL 33477

City

State

Zip Code

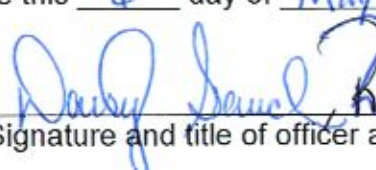
05/06/2025
Date Signed

(630) 309-6474

Phone

Sworn to and subscribed before me this 6 day of May, 2025
at Palm Beach Gardens, Florida.




Signature and title of officer administering oath



Town Council Appointment Checklist

NAME: Richard DeLucia

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	09/28/2010	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

Richard A. DeLucia Jr, MD, MBA
327 Old Jupiter Beach RD
Jupiter, FL 33477
(561) 632-7526, richmandr@aol.com

May 9, 2025

Dear Members of the Jupiter Town Council:

I would like to submit my name for consideration for your open seat as a member of the Jupiter Town Council. I have been a registered voter in Palm Beach County and a resident in District 1 since I moved to Jupiter in 2000.

I was born in Hollywood, Florida. I graduated with two degrees from University of Florida and one degree from Florida Atlantic University. I moved to Jupiter in 2000 to begin my medical practice as a family physician and am the founding member and owner of Jupiter Family Healthcare. One of my goals in my career was to be a team physician in a small town and I was fortunate enough to volunteer as team physician for Jupiter High School's Football team for twenty years. My church is Jupiter First Church and there I was involved on the Church Council for four years and was Chair of the Council for one year. I have served on my business's condo association board since its inception in 2006 and have also served as a director on my homeowner's association since I moved into my current home in 2012 and the last 6 years as the untitled president.

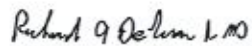
My wife has lived in Jupiter almost all of her life and we both value the small town feel of Jupiter and are very proud to mention to others that Jupiter is our home. We have three children attending school here and want them to be raised in such a wonderful community and hopefully one day make this their family's home also. In addition to my aspirations of being involved with my community, I also have aspired to serve on the local government. I have attended a few Council meetings over the years and have always read any information on the local government activities. I have never served on any positions within the Town government

but I am hoping my involvement in our community will serve as a key qualification for this open seat and that I can bring a fresh view to the Council.

This town means so much to me and my family and I would love to be involved in watching this town grow in the direction that is best for all its constituents and families. The Jupiter Fire Rescue Department will be such a tremendous asset to our community and I would look forward to watching its inception over the next year. As a member of both my business and homeowner's association, I have had to listen and represent everyone and would do the same as a member of the Council to all of Jupiter's residents.

Please consider my name for the appointment for the Town of Jupiter Council's open seat and I even though I do not have all the experience with the government, I assure you I will be fully involved and learn what is needed to serve our Town to the best of my ability.

Sincerely,

A handwritten signature in black ink that reads "Richard A. DeLucia, Jr." with a stylized flourish at the end.

Richard A. DeLucia, Jr

Richard A. DeLucia, Jr., M.D., MBA
Curriculum Vitae

Address & Telephone Number

327 Old Jupiter Beach RD
Jupiter, Florida 33477
(561) 632-7526

Biographical Data

Date of Birth: April 27, 1969
Place of Birth: Hollywood, Florida

EDUCATION

Florida Atlantic University: Master's Business Administration, May 2007
Carolinas Medical Center Family Practice Residency Program: July 1995 - June 1998
Alaskan Area Native Health Service: August 1997, April 1998
University of Florida College of Medicine: Medical Doctorate, May 1995
University of Florida: Bachelor of Science --Liberal Arts, major in Zoology; May 1991

HONORS AND AWARDS

- ♦ Who's Who Among Students in American Universities and Colleges, 1993-1994
- ♦ University of Florida Presidential Recognition for Outstanding Achievements, 1994
- ♦ Phi Beta Kappa, tapped 1991

PROFESSIONAL AFFILIATIONS

- ♦ American Academy of Family Physicians, 1994-present
- ♦ Florida Academy of Family Physicians, 1998-present
Government Affairs Committee, 1999-2000
- ♦ American Medical Association, 1991-1995, 1998-2001
- ♦ Florida Medical Association, 1992-1995, 1998-2001
Delegate to FMA-Medical Student Section 1993-1994
Delegate to FMA House of Delegates 1994

EMPLOYMENT EXPERIENCE

- ♦ Private Medical Practice, Jupiter, FL: Sept 2000 - present
- ♦ Private Medical Practice, Plant City, FL: Sept. 1998-2000
- ♦ Eckerd Drug Company, 1985 - 1992

Richard A. DeLucia, Jr., M.D., MBA
Curriculum Vitae, page 2

EXTRACURRICULAR ACTIVITIES

- ♦ **JupiterFirst Church, Council Member, 2019-2023**
- ♦ **JupiterFirst Church, Council Chair, 2020-2021**
- ♦ **Commons of Abacoa Condo Association**
 - Board Member/ Vice-President, 2006-present**
- ♦ **Sanctuary Bay Homeowner's Association, Director/Treasurer, 2011-present**
- ♦ **Team Physician for Jupiter High School Varsity Football, 2000 to 2019**
- ♦ **Chief of Family Practice, Jupiter Medical Center, 2004 - 2008**
- ♦ **Medical Executive Committee Member, Jupiter Medical Center, 2004 - 2008**
- ♦ **Jupiter Medical Center Quality Insurance Committee, 2004 - 2008**
- ♦ **Carolinas Medical Center Family Practice Executive Committee, 1996-1998**
- ♦ **Carolinas Medical Center Family Practice P & T Committee, 1997-1998**
- ♦ **Medical College Council**
 - President 1994-1995**
 - Vice-President 1993-1994**
 - MCC, with an annual budget in excess of \$18,000, is the governing council that oversees sixteen organizations associated with the College of Medicine.
- ♦ **Association of Health Center College Councils**
 - President 1993-1994**
 - Vice-President 1992-1993**
 - AHCCC is the governing council overseeing the six colleges within the Health Science Center.
- ♦ **Board of College Councils**
 - Representative for Medical College Council, 1993-1994**
- ♦ **Student Government Senator**
 - Representative for Medical College Council, 1991-1993**
- ♦ **Reitz Union Program Council**
 - Chairman of Special Events Committee, 1989-1990**
 - Responsible for special programming at University of Florida
- ♦ **Student Government Health Cabinet, 1989-1990**



OATH OF ELIGIBILITY

I, Richard A. DeLucia, Jr

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. **A qualified voter in the Town and**
2. **Must have resided in the Town for the six (6) month period preceding the election."**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE:

x

Richard A. DeLucia, Jr

Home Address: 327 Old Jupiter Beach RD

Jupiter

FL

33477

5/13/25

City

State

Zip Code

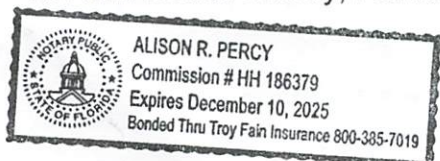
Date Signed

(561) 632-7526

Phone

Sworn to and subscribed before me this 13th day of May, 2025
at Palm Beach County, Florida.

By physical presence who produced FL Driver License



Signature and title of officer administering oath

Rev. 06/23



Town Council Appointment Checklist

NAME: Kenneth Donohue

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	08/24/2005	☐
After Verification is Complete		
Oath of Eligibility	☐	☒ Resides in District 2

Date: May 5, 2025

To: Members of Jupiter City Council

From: Kenneth (Ken) M. Donohue

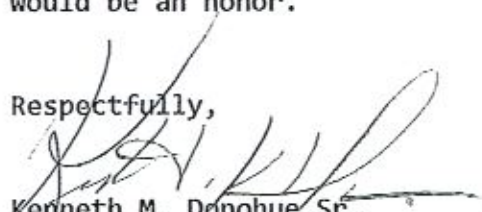
It is a pleasure to introduce myself and express my interest in joining you as a member of the Jupiter City Council. My wife, Kathleen and I have been part-time residence since 2005 and permanent residence since 2019. I am currently on the Advisory Panel for the newly announced Jupiter Fire Department. I have become very familiar with the town's operations having interfaced with the building and police department. I have taken advantage of the yoga and pickleball programs in the past.

My past professions have enabled me to learn the need to listen and carefully study other points of view and execute plans effectively. I believe that in the duties of the Jupiter City Council plans and policies must be directed for the best interest of its residence. Fiscally responsible and measuring growth and development in a sensible way must be its focus. This should include the expansion of parks and recreation sites for the children and all residence. Traffic has become an issue in Jupiter and may need to be addressed.

Over the past several years, I have attempted to give back to our community with an active volunteer effort. I am currently a Pastoral volunteer at the Jupiter Medical Center; Volunteer golf instructor (First Tee) for disabled veterans and also Special needs children. I am currently a security volunteer at Christ Fellowship Church.

Finally, I want to express my fondness for the Town of Jupiter. Our decision to move from Washington, DC (Virginia) permanently was not difficult. Our life is so full and active which Jupiter provides and my willingness to join you in this capacity would be an honor.

Respectfully,



Kenneth M. Donohue Sr.
172 via Veracruz
Jupiter, Florida 33458
Ph: 202/841-4270

Copy of Fl. Drivers License enclosed

The Honorable Kenneth M. Donohue Sr. Inspector General



The President nominated Kenneth M. Donohue on July 25, 2001, as Inspector General of the U.S. Department of Housing and Urban Development. He was unanimously confirmed by the U.S. Senate on March 25, 2002.

While awaiting Senate confirmation, the World Trade Center and Pentagon were attacked and - given his expertise - the HUD Secretary asked Mr. Donohue to pitch in and assess HUD security overall, specifically focusing on emergency programs; vulnerability; Information technology security; and mail procedures, among others.

He then served as the Inspector General from 2002-2010 managing 700 + staff in 42 offices nationwide. His role was focused on compliance matters; identification of waste, fraud, abuse, and mismanagement; and implementation of prevention and protection of internal controls. He had oversight of HUD's 2700 nationwide Public Housing authorities; annual nationwide Community Development Project Grants (\$35 bil); Ginnie Mae, and the Federal Housing Administration.

He was a pivotal player in the federal government's effort to investigate fraud in the mortgage industry meltdown. He was also one of the three chairs, along with the Attorney General and FBI Director, to lead a federal task force that investigated and prosecuted individual and corporate fraud. This joint effort, launched in 2010 and called "Operation Stolen Dream," resulted in more than 1,500 arrest and more than \$1.5 billion in recoveries.

Prior to his role at HUD, Mr. Donohue had a distinguished 21-year career with the U.S. Secret Service as a special agent, culminating with an assignment to the Assistant Director's CIA Counter-Terrorism Center. He served a diverse career which included major investigations and various assignments in dignitary protection. During his career he served two tours with the Protective Intelligence Division.

After the Secret Service, in 1990, Mr. Donohue was appointed as Chief of Investigations, Office of Investigations, within the Resolution Trust Corporation (RTC). His staff was successful in uncovering fraud and abuse among directors and officers of failed savings and loan institutions, and he was subsequently promoted to the position of Assistant Director, Office of Investigations. He served as a co-chair of the National Bank Fraud Working Group, with other regulatory agency senior representatives, as well as senior law enforcement personnel from the Departments of Justice and Treasury.

Another distinction was his creation of the Asset Search Program that became a model for the Federal Deposit Insurance Corporation (FDIC) program, that was commended by the General Accounting Office (GAO) in a 1993 study. The Asset Search Program was also the impetus, in part, for refinements in the asset search capabilities at the Financial Crime Enforcement Network (FINCEN) Bureau, at the Department of Treasury.

Mr. Donohue is a Certified Fraud Examiner and Certified Protection Professional with the American Society of Industrial Security. He holds a Master of Science degree in Criminal Justice. He has been a frequent guest speaker at various conferences and organizations. He has published a number of related articles and is well known within its community members.

Born in New York City, Mr. Donohue was raised in a family of proud Irish-born parents. He and his spouse of fifty years, have four grown sons and seven grandchildren. Mr. Donohue is a competitive swimmer.



The Honorable Kenneth M. Donohue, CFE, CIEI, CPP

Advisory Contractor



EDUCATION

- Master of Science, Criminal Justice with Distinguished Honors, University of Maryland
- B.S., St. Thomas University
- Executive Leadership, University of Virginia, Darden School of Business

CERTIFICATION

- Certified Fraud Examiner (CFE)
- Certified Insurance Education Instructor (CIEI)
- Certified ASIS Protection Professional (CPP), Washington, D.C.

CLEARANCE

- Department of Defense, Secret, Active

PROFESSIONAL AFFILIATIONS

- Executive Director of the MY Professional Educator LLC
- Executive Board for Southeast Florida Behavioral Health Network

PROJECT EXPERIENCE

COHNREZNICK

Position: Contractor (Formerly Principal and Senior Advisor) | **Dates:** 2010 - Present

Description:

- A luminary within the inspectors' general community, the Honorable Kenneth M. Donohue specializes in identifying fraud, waste, abuse, and mismanagement of federal funding. For over seven years, Mr. Donohue has leveraged this expertise to advise CohnReznick's Government and Public Sector Advisory's leadership on best practices to help federal, state, and local agencies mitigate the likelihood of fraud involving taxpayer dollars.

Responsibilities:

Mr. Donohue's roles as a subject matter expert and senior advisor on highly scrutinized engagements are highlighted below.

- Since 2010, Mr. Donohue has served as a subject matter expert and senior advisor to engagement teams who provide congressionally mandated reporting support to the following federal agencies: Federal Housing Finance Agency - Office of Inspector General (FHFA-OIG); Office of the Special Inspector General for the Troubled Asset Relief Program (SIGTARP); and the Office of Inspector General for the US Department of State (State).
- As evidence of the important role an integrity monitor has in combatting fraud, in March 2013, the state of New Jersey enacted the Integrity Oversight Monitor (IOM) Act (P.L.2013, Chapter 37), authorizing the deployment of oversight monitors in the implementation of recovery and rebuilding contracts resulting from Superstorm Sandy. As IOM, CohnReznick Government and Public Sector Advisory solicited the expertise of Mr. Donohue to advise its engagement team on monitoring agency compliance, contractor activities, effectiveness of the agency's internal controls, and fraud-prevention/detection activities.

EXPERIENCE PRIOR TO JOINING COHNREZNICK

Mr. Donohue's general experience included:

- Working as a pivotal player in the federal government's effort to investigate fraud in the mortgage industry as inspector general at the U.S. Department of Housing and Urban Development;
- After September 11 terrorist attacks, assessing HUD security overall, specifically focusing on emergency programs, vulnerability, Information Technology security, and mail procedures, among others;
- Serving as Assistant Director, Office of Investigations, within the Resolution Trust Corporation (RTC); responsible for staff uncovering fraud and abuse among directors and officers of failed savings and loan institutions; and
- Serving a distinguished 21-year career with the U.S. Secret Service as a special agent, culminating with an assignment to the Assistant Director's CIA Counter-Terrorism Center. His diverse career included major investigations and various assignments in dignitary protection, as well as two tours with the Protective Intelligence Division.

U.S. Department of Housing and Urban Development (HUD)

Position: Inspector General | **Dates:** September 2001 - October 2010

Project Description:

- Nominated by President George W. Bush and unanimously confirmed by the U.S. Senate as Inspector General for HUD's Office of Inspector General.

Responsibilities:

- Directed headquarters senior staff and 42 local offices nationwide with a staff of 700 employees, managing an annual budget of \$125 million.
- Reported semiannually to the U.S. Congress and the President on matters relating to waste, fraud, and abuse through investigative, inspection, and audit efforts. Testified extensively before both the U.S. Senate and the U.S. House of Representatives. Has been featured in numerous articles and publications.
- Created a policy of accountability and measured results that, in past years, resulted in a 40 to 1 Return on Investment of \$2.3 billion funds put to better use for the department and \$380 million in financial recoveries.
- Member and Co-Chair of the Attorney General's National Integrity Fraud Task Force.
- Member of the President's Council of the Inspectors General of the Integrity and Efficiency (CIGIE) and served as Chair of the Investigations Committee, whose responsibilities included the Inspector General Law Enforcement Academy.
- Frequently guest lectured at various associations, conferences, and universities on public corruption and mortgage fraud.

The Mikadon Group

Position: President/Self Employed | **Dates:** May 1997 - September 2001

Project Description:

- The Mikadon Group is an International Management/Security Consulting firm founded by Mr. Donohue.

Responsibilities:

- Under contract with the CIA, Mikadon contacted willing sources to support the U.S. government in sensitive matters. Mikadon described the form of support required and then maintained liaison between the corporation and appropriate government components.
- Under contract with the Science Applications International Corporation regarding several federal contracts related to security and investigative matters.
- Conducted in-depth threat investigations and risk assessments for senior corporate executives.
- Conducted security advances and assessments for the President and Vice-President on behalf of the Presidential Inaugural Events in Washington, D.C.

Federal Deposit Insurance Commission (FDIC)/Resolution Trust Corporation

Position: Assistant Director | **Dates:** June 1990 - May 1997

Project Description:

- Served as Assistant Director of Investigation for the Resolution Trust Corporation/FDIC

Responsibilities:

- Managed, planned, and directed the coordination of criminal fraud and contractor abuse investigations.
- Oversaw a staff of professionals and support personnel numbering 400 nationwide, spread across a headquarter office in Washington, D.C. and sixteen regional offices.
- Provided expertise and guidance for joint international anti-crime training and technical assistance.
- Administered policy for nationwide coordination of fraud investigations of failed savings and loan directors and officers.
- Supervised matters involving extremely sensitive investigations.
- Administered the creation and implementation of the RTC/FDIC Investigative Training and lectured at the FBI and U.S. Secret Service Training Academy.
- Administered the creation and operation of the Asset Tracing Program used to develop financial intelligence data on directors and officers of failed institutions.

United States Secret Service

Position: Senior Special Agent | **Dates:** July 1969 - June 1990

Project Description:

- For more than, 20 years, Mr. Donohue served as a U.S. Secret Service agent.

Responsibilities:

- Conducted criminal investigations to detect and arrest persons violating federal laws relating to counterfeiting, forgery, and theft of securities and obligations of the United States.
- Served as a national representative to the CIA, NSA, and FBI relating to intelligence issues of the highest priority involving the security of the President, Vice President, and Foreign Visiting Heads of State.
- Conducted protective assignments, security advances and counter-intelligence investigations relating to the President, Vice President, and other dignitaries domestically and abroad, including the development of crisis management and emergency contingency plans.
- Conducted security surveys and risk assessments at several of the international Group of 7 (G7) meetings.
- Conducted training seminars and lectured at the FBI, U.S. Secret Service, NSA, and other federal and state agencies.

- Analyzed and collected domestic and foreign protective intelligence and conducted numerous interviews of subjects that made threats against protectees of the U.S. Secret Service.
 - Conducted national security background investigations and an investigation relating to the potential compromise of classified material.
-



Town Council Appointment Checklist

NAME: Louise Giles

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	08/22/1997	☐
After Verification is Complete Oath of Eligibility was not completed prior to the agenda item's publication.		
Oath of Eligibility	☐	☐

Louise Giles
Manager of Technical Accounting, Accounting Policy and Research
561-339-6588

May 12, 2025

RE: Town Council Vacancy

Dear Town Council Members,

I am writing to express my interest in the vacant Town Council position for the Town of Jupiter. I am a perfect fit for the role since I have lived in the Town of Jupiter since 1985 and have raised my two children in this wonderful town. The oldest being a part of the inaugural dual language class at Jupiter Elementary School. I have lived at 912 Dolphin Drive since marrying and have watched the town grow exponentially. a significant amount of time and effort researching and interpreting complex accounting guidance to ensure transactions are recorded accurately and in the best interests of the Company to maximize earnings and other metrics. I have written numerous memos evaluating, discussing, and documenting findings regarding technical issues under US GAAP and IFRS, including consultations with the Independent Auditor. I have worked on complicated financing and equity transactions, such as equity units, equity forwards, hybrids, trust preferred securities, troubled debt restructurings, sale of financial assets under ASC 860, hedge documentation for project financings, asset backed securitization, and tax equity structures. In addition to implementing several new FASB standards over the years, I implemented the lease standard for all NextEra subsidiaries and for those companies acquired after initial adoption. My experience also includes analyzing contracts for revenue, derivative, lease and VIE considerations. I have worked with the HR department over the years ensuring the stock-based agreements and pension financial statements are accurate and accounted for appropriately. My team is responsible for ensuring accounting policies are in accordance with GAAP and consistently applied across the Company. My team also tracks all FASB and SEC standards and prepares a deck for executives highlighting high priority accounting changes. We also work closely with the Edison Electric Industry group preparing FASB comment letters on proposed guidance and coordinate an all-day CPE training event for all the Company's CPAs.

1. A current address of residency.

912 Dolphin Drive, Jupiter FL 33458

2. A summary of professional experience.

- CPA – 10 years at Ernst and Young Big Four Public Accounting Firm;
- 21 years at NextEra Energy (FPL),

- ♦ Master of Accountancy & Bachelor of Business Administration, University of Florida: 05/1991
- ♦ Certified Public Accountant (CPA): Licensed in the State of Florida: 01/1992
- ♦ CEO Volunteer Circle: 2014 – 2020
- ♦ Six Sigma Green Belt Certified: 12/2019
- ♦ Six Sigma Yellow Belt Certified: 06/2014

3. A summary of community involvement, including any volunteering.

PTO and SAC President and Treasurer Jupiter Elementary School and Jupiter Middle School

JTAA Jupiter Jam Boys Basketball Gym Coordinator

Dwyer High School Football Camp Coordinator and Newman Football Camp Coordinator

St. Jude's Church member

SunFest Beer Booth Charity Bar Manager to raise funds for local schools

4. An explanation of awareness of how the Town government works.

I am aware of the how the Town government system works and have attended many meetings and followed the events with passion. I have voted in every election and feel I can add significant skills to the Council with my CPA and technical accounting research skills solving problems and understanding financial results.

5. An explanation of experience and knowledge of the Town Code.

I am aware of the Town Code and have superior research, contract review experience and analytical skills that will be instrumental in ensuring the code is enforced.

6. An explanation of a willingness to listen to and represent all residents.

7. I am a great listener and as mentioned previously have lived in the Town for a very long time, so I have a good relationship with many constituents as well as many family members residing in the Town. I look forward to hearing and representing all Town residents viewpoints.

8. An explanation or examples of exhibiting an affection for the Town of Jupiter. I have lived in PBC my entire life except for the 5 years away at college and I have lived in the Town since 1985. I love this Town, and I think there is no better place on earth and I want to keep it this way. I have always been involved in volunteering and helping the local schools and JTAA organizations. Now that my children are grown I would love to spend my time, talent and energy making sure Jupiter continues to be a wonderful place to live and raise children.

Thank you for considering my application. I am eager for the opportunity to discuss how my experience aligns with Town's goals.

Sincerely,

A handwritten signature in blue ink, reading "Louise Gels". The signature is written in a cursive style with a large initial "L" and a stylized "G".

Louise Giles, Manager of Technical Accounting | CPA

Jupiter, FL 33458

M: (561) 339-6588 | Email: lggator@aol.com

PROFILE / SUMMARY

Accomplished, **Technical Accounting Manager**, expert in developing and implementing solutions to manage complex technical and lease accounting and transactional issues. Recognized for success in maximizing benefits and value to organizations by embedding and driving understanding of US GAAP standards. A trusted financial professional and leader, with a proven track record in delivering complex projects, including mergers and acquisitions, accounting standards implementation, and systems rollout, to improve and streamline accounting and auditing processes. Offers a strong understanding of utilities and regulated accounting, leasing, VIEs and derivatives, combined with diverse industry experience, serving clients, including SEC registrants, privately-held start-ups, and non-profit agencies.

Areas of Expertise:

- ◆ Technical Accounting
- ◆ Complex Transactions Management
- ◆ Accounting Research
- ◆ Internal Controls & Compliance
- ◆ Project Planning & Management
- ◆ Mergers & Acquisitions
- ◆ Reviewing Legal Documentation
- ◆ Creating Reports, Memos & Documents
- ◆ Regulated Accounting, Leases & Derivatives
- ◆ US GAAP, IFRS & SEC Accounting & Reporting
- ◆ Accounting Standards Implementation
- ◆ Accounting Systems Implementation
- ◆ Process Improvement & Re-engineering
- ◆ Organizational Restructuring
- ◆ Leadership, Mentoring and Development
- ◆ Cross-functional Collaboration

PROFESSIONAL EXPERIENCE

NextEra Energy, FL

Oct 2002 – Present

NextEra Energy is an American, Fortune 100 energy company with revenues of over \$20 billion in 2022, and approximately 15,000 employees throughout the US and Canada.

Accounting Research Senior | Principal | Manager

- Perform technical accounting research, including evaluating, discussing, and documenting findings regarding technical issues under US GAAP and IFRS, with the Independent Auditor. Decide on appropriate accounting for complex and unique business opportunities and transactions, including complicated financing and equity transactions, such as equity units, equity forwards, hybrids, trust preferred securities, troubled debt restructurings, sale of financial assets under ASC 860, hedge documentation for project financings, and tax equity structures.
- Determine the appropriate accounting for the company's rate case settlements, including issues with surplus depreciation / phase-in, nuclear major maintenance costs, incentive mechanism, and continued application of regulatory accounting.
- Prepare and document accounting for issues relating to benefit plans, including plan amendments, curtailments, and settlements, while also assisting with the filing of annual statements.
- Review contracts for lease, derivative, and Variable Interest Entity (VIE) accounting determination.
- Manage and ensure compliance process with SEC and PCAOB rules regarding auditor independence, including engaging with the Audit Committee.
- Speaker at the NextEra Annual Business and Accounting Update conference to drive insights and clarity of financial data.
- Speaker at Edison Electric Institute (EEI) Fall Accounting Conference speaking about the accounting for environmental credits.
- Review and complete GAAP and SEC external financial reports for Corporate Accounting.
- Manage, mentor, and coordinate a team of 3 direct reports.

Key Contributions

- ♦ Led the end-to-end implementation of FAS 123, FAS 157, FAS 161, and FIN 43 & 45 Convergence project, as Lease Convergence Project Lead and EEI Lease Committee Lead, which provided clear disclosures and consistent accounting conclusions for the utility industry.
- ♦ Implemented emerging financial reporting requirements and accounting standards across 3 acquisitions in line with regulatory and business requirements, including comment letters to regulatory bodies and EEI task force member for Derivatives, Hedging, Leases, Financial Instruments, and Rate Regulation.
- ♦ Successfully completed FPL Group University Certified Instructor Zodiac: The Game of Business Finance and Strategy qualification.

Ernst & Young LLP, FL

1991 – 2002

Senior Manager – Assurance Services

- Managed, supervised, and coordinated integrated audit procedures in accordance with auditing standards generally accepted in the United States for multiple client engagements.
- Administered all aspects of client engagements including planning, budgeting, day-to-day execution, project management, and supervision and development of staff personnel.
- Assessed internal control environments, including scoping and rationalization, and provided appropriate recommendations to strengthen internal control structures.
- Served as an advisor to senior management through research and evaluation of complex accounting issues, including revenue transactions, financings, stock-based compensation, IPO and consolidation-related issues.
- Worked with clients to ensure timely and compliant SEC filings, including Forms 10-K, 10-Q, 8-K, S-3, and S-8.
- Ensured client satisfaction by providing high-quality project deliverables and developing strong business advisory relationships.
- Ernst & Young University of FL Recruiting Coordinator, responsible for identifying and interviewing campus recruits for hire in the West Palm Beach office.
- Trainer/Mentor: Certified Learning Leader for Staff Accountant Training Classes, and Performance & Development Counselor.

EDUCATION | CERTIFICATIONS

- ♦ Master of Accountancy & Bachelor of Business Administration, University of Florida: 05/1991
- ♦ Certified Public Accountant (CPA): Licensed in the State of Florida: 01/1992
- ♦ CEO Volunteer Circle: 2014 – 2020
- ♦ Six Sigma Green Belt Certified: 12/2019
- ♦ Six Sigma Yellow Belt Certified: 06/2014

AFFILIATIONS | COMMUNITY INVOLVEMENT

- ♦ American Institute of Certified Public Accountants (AICPA), 1992 – Present
- ♦ Florida Institute of Certified Public Accountants, 1992 – Present
- ♦ William T. Dwyer High School: Football Camp Director | Booster Club Member | SunFest Fundraiser & Bar Manager, 2008 – Present
- ♦ Jupiter Middle School Student Advisory Committee, 2013 – 2016
- ♦ Jupiter Elementary School PTO: President | Treasurer, 2006 – 2013

OTHER SKILLS

- ♦ Technology: Microsoft Office (Word, Excel, Powerpoint), Google Suite, SAP, Collaboration Software (Jira, Microsoft Teams, Webex, Workiva Wdesk)



Town Council Appointment Checklist

NAME: Linda Gore

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	05/12/1988	☐
After Verification is Complete		
Oath of Eligibility was not completed prior to the agenda item's publication.		
Oath of Eligibility	☐	☐

LINDA GORE
TOWN COUNCIL APPOINTMENT
DISTRICT 1
MAY 10TH, 20025

LINDA GORE RESUME

NPB Republican Club,, Federated:

President: 2002-2010

1st VP: 2001

Director: 2000

Delegate; NFRW Convention: 2001. 2003. 2005

Delegate: FFRW Convention: 2001, 2203, 2005

4th VP FFRW 2006

2nd VP FFRW 2008-2009

Campaign Activities:

PBC REC Member: 1988 to present

Attended the Republican National Convention:

2004, 2012, 2016

Northern Palm Beach Coordinator for the GOP

Headquarter: 2000,

2012, 2016, 2020

Grassroots Volunteer for Local, State, & National

campaigns:

1988 to present

Candidate for Jupiter Town Council- 2004

Co-Chair: Tom Gallagher for Governor 2006 for
PBC

Chairperson for PBC Presidents Council: 2007-2011

Community Service:

Appointee of County Commissioner Karen Marcus to
the PBC Animal

Care & Control Advisory Board: 1989-2014

(Chairperson 1991 to

2003) (Co-Chair 2004 to 2014)

Chairperson PBC Spay Shuttle: 1998-2014

Co-Founder of Jupiter/Tequesta Humane Society

(Furry Friends):

1978- 2025. (Holding various positions from
President to secretary)

President of Xanadu Homeowners Assoc.:

1989-1998, 2005

President of National Assoc. of Women Business
Owners/PB:

1999-2000

Board Member of JTJB Chamber of Commerce:

1997-2003

Board Member of A.S.K.K.: 2005 to Present
Chair the PBC Heart Gala: 2007

Personal:

Florida resident since 1948
Married to Gearl Gore since 1975
Mother of 2 sons, Robert & Richard
Real Estate Broker since 1981



Town Council Appointment Checklist

NAME: Daniel Guisinger

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	03/19/1999	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

April 30, 2025

Dan Guisinger
168 Tuscan Circle
Jupiter, FL 33458

Subject: Application for Open Council Seat

Honorable Mayor and Members of the Town Council,

I am writing to express my sincere interest in the open Town Council seat for the Town of Jupiter. As a longtime resident, seasoned engineering executive, and engaged community volunteer, I am committed to serving our town with integrity, insight, and a deep respect for public input.

With over four decades in the aerospace industry—including more than 25 years in engineering leadership—I have built a career around collaborative decision-making, strategic planning, and managing complex, high-stakes initiatives. In my most recent role as Director of Systems Engineering & Development at Aerojet Rocketdyne, I led teams developing advanced propulsion systems for national defense and space exploration. These responsibilities demanded rigorous analysis, stakeholder alignment, and accountability—principles I will bring to my service on the Council.

Currently, I serve as a Volunteer on the Town of Jupiter Planning & Zoning Commission, where I've gained valuable knowledge of the town's codes, development priorities, and organizational structure. This role has strengthened my understanding of how to balance community character with thoughtful growth, and it has reinforced my appreciation for the importance of transparency, thorough review, and adherence to local values in every decision.

Beyond my professional and civic experience, I am deeply invested in Jupiter's success. I have proudly served on the Board of Directors at Velocity Community Credit Union for 12 years and contributed time and leadership to numerous local organizations, including Digital VibeZ, Forgotten Soldiers Outreach, Peggy Adams Animal Rescue League, JTAA, and advisory councils for Jupiter Middle and High Schools. These engagements reflect a lifelong belief in giving back and supporting our residents across generations.

I am passionate about contributing to the continued vibrancy and resilience of Jupiter. If selected to serve, I will approach the role with a commitment to collaboration, ethical leadership, and a steady focus on improving the quality of life for all who call Jupiter home.

Thank you for considering my application. I welcome the opportunity to further discuss how I can contribute to our Town's future.

Sincerely,



Dan Guisinger

DAN GUISINGER

168 Tuscan Circle ♦ Jupiter, FL 33458 ♦ (561)747-8127 ♦ guisinger02@gmail.com

PROFESSIONAL PROFILE

A detail-oriented professional with 40+ years' experience, including multiple facets of project management and product development on numerous propulsion programs. Sustained excellent leadership skills with over forty years of proficiency in team building and motivation to meet organizational technical objectives. Possesses strong time management skills and able to manage multiple projects simultaneously. Facilitated domestic and international partnerships with Russian and French joint ventures.

AREAS OF EXPERTISE

Flight Test Integration	Test Engineering	Analytical Reasoning
International Integration	Project Management	Leadership
Product Development	Contract Resolution	Critical Thinking
Launch Operations Support	Systems Engineering	Collaboration
Teamwork	Lean Product Development	

PROFESSIONAL EXPERIENCE

- Chief Engineer, RL10 Nozzle Extension Investigation, Aerojet Rocketdyne / L3 Harris 2024-2025
- Director, Systems Development, Verification & Test Engineering, Aerojet Rocketdyne 2013-2023
- Senior Manager, Systems Development & Test Engineering, Pratt & Whitney Rocketdyne 2009-2013
- Manager, Product Development & Validation, Pratt & Whitney Rocketdyne 2006-2009
- Chief Engineer, RL10 Upper Stage Rocket Engine, Pratt & Whitney 2000-2006
- Manager, RD-180 Engine Development, Pratt & Whitney 1996-2000
- Pratt & Whitney Leadership Development / CORE Enrichment Rotation Program 1995-1996
- Manager, Integration, Test Flight Support, SSME Alternate Turbopump Development Project Office
Pratt & Whitney 1987-1995
- Senior Test Engineer, RL10 Rocket Engine, Pratt & Whitney 1984-1987
- System Engineer, Space Shuttle, Rockwell International 1980-1984
- Test Engineer, Military Gas Turbines, Pratt & Whitney 1978-1980

EDUCATION & PROFESSIONAL QUALIFICATIONS

Master of Science in Quality Management Systems, National Graduate School, 2007
Master of Science in Petroleum Engineering, University of Houston, 1983
Bachelor of Science in Engineering Physics, Nuclear Engineering, Ohio State University, 1978

ADDITIONAL ACCOMPLISHMENTS

Professional Affiliations:

Aerospace Testing Seminar Advisory Board
AIAA Ground Test Technical Committee Working Group

Industry Awards:

1993 Manned Flight Awareness Honoree Award
1995 Pratt & Whitney CORE Enrichment Program
2006 Distinguished Engineering Project Achievement Award
2010 Outstanding Engineering Achievement Merit Award
2013 Distinguished Engineering Achievement Award



OATH OF ELIGIBILITY

I, Danny E. Guisinger

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. A qualified voter in the Town and
2. Must have resided in the Town for the six (6) month period preceding the election."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE:

x

Danny E. Guisinger

Home Address:

168 Tuscan Circle

Jupiter
City

FL
State

33458
Zip Code

05/06/2025
Date Signed

(561) 747-8127
Phone

Sworn to and subscribed before me this 6 day of May, 2025
at Palm Beach County, Florida.



Danny Guisinger, Risk Manager
Signature and title of officer administering oath



Town Council Appointment Checklist

NAME: Neal Hynes

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	01/13/2018	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

Dear Town Council Members,

I am excited to apply for the Open Seat on the Town Council with the Town of Jupiter. With a strong commitment to enhancing community engagement, I am eager to contribute to the efficient and effective operations of our city government. The Town of Jupiter's dedication to transparency and responsiveness aligns perfectly with my professional values and aspirations.

I am inspired by the Town of Jupiter's commitment to fostering community participation and enhancing the quality of life for residents. I am excited about the opportunity to leverage my expertise with operating a small business and my passion for civic engagement to support your mission of serving the community with integrity and dedication. I believe that my proactive approach and attention to detail would make a valuable contribution to your team.

I am particularly drawn to the Town of Jupiter's commitment to sustainability and innovation in public services. I share a passion for creating a responsive city government that actively engages residents in decision-making processes. I believe my background in managing a small business and facilitating its growth aligns well with your goals, and I am eager to leverage my expertise to enhance the city's operational effectiveness.

Thank you for considering my application. I would welcome the opportunity to discuss how my experience and vision can contribute to the Town of Jupiter's objectives. I look forward to the possibility of working together to make a positive impact in our community.

Sincerely,

Neal A. Hynes

PROFESSIONAL EXPERIENCE

- 2001 to Present Nealanderthal Inc., Jupiter, Florida
A full service IT consulting company
- Founder**
Responsible for creating and developing business goals for organization
- Accomplishments:
- Created and Marketed organization to secure new accounts
 - Developed Vendor Relationships
 - Successfully migrated several business organizations from Windows XP to Windows 7, Windows 8, and Windows 10
 - Designed and Implemented several scalable networks for multiple customers
- 1998 to 2001 Document Storage Systems Inc., Palm Beach Gardens, Florida
A software development company working for the Veterans Health Administration
- Chief Information Officer/Product Support Manager**
Responsible for directing the IT support staff on installation and support services
- Accomplishments:
- Worked with Product Development Team to ensure Alpha/Beta software could be implemented at facilities
 - Implemented and maintained Email, FTP, Web, File, and Application Servers in NT 4.0 WAN.
 - Developed policies and procedures to be followed by support service staff
 - Created new vendor relations
 - Used strategic planning to develop scalable IT resources within corporate budget
- 1998 RSF Computer Consulting Inc., North Palm Beach, Florida
A systems integration and consulting firm with both Microsoft Solution Providers and Novell Gold Partnerships
- Network Engineer**
Responsible for implementing clients needs in all varieties of network systems and applications
- Accomplishments:
- Updated several Netware 3.1x servers to Netware 4.1x Servers with Intranetware Links
 - Integrated several businesses from Netware to Windows NT operating systems
 - Successfully integrated DOS based applications into both Netware and Windows NT operating systems environments
- 1997 to 1998 WFLX FOX 29, West Palm Beach, Florida
The nation's number one Fox Network Affiliate station
- MIS Manager**
Responsible for everyday IT department administration on 50 user environment
- Accomplishments:
- Successfully planned and administrated NDS tree structure
 - Set up local ISP account services for E-mail server and Internet connectivity on a 128K ISDN link
 - Integrated Windows NT 4.0 and Exchange Server 5.5 into LAN
 - Created operating budget within department for Fiscal Year

NEAL A. HYNES

- 1997 GERBER GARMENT TECHNOLOGY, Tolland, Connecticut
A world leader in the manufacture of high tech products supporting the soft goods industry.
- Network Instructor**
Responsible for developing and implementing network training program for field service engineers.
- Accomplishments:
- Authored Basic Administration training manual for both Novell and Windows NT servers.
Trained elite field service engineers in maintenance, implementation, and support of Gerber Networking Products.
Provided testing to ensure student certification in networking services.
- 1996 AEROTEK CONTRACT ENGINEERING SERVICES, Fort Lauderdale, Florida
A leader in providing contractors to large corporations in a variety of technical fields.
- Technical writer and Trainer**
Responsible for developing a technical training manual for use by contracted technicians for Motorola.
- Accomplishments:
- Traveled the United States 80% of the time to conduct on-site training classes.
Authored the training manual used by all technicians and managers in the field to update 140,000 radio units.
Provided hiring decisions to managers based upon student performance.
Developed database for tracking employee certification in update process.
- 1993 to 1995 MARQUETTE ELECTRONICS, Jupiter, Florida
A leader in the design and support of electronic medical systems for diagnostic and patient monitoring.
- Technical Trainer**
Responsible for training both in house Field Engineers and Biomedical Engineering customers on all phases of repair and service of IEEE 802.3 ETHERNET monitoring systems.
- Accomplishments:
- Traveled the United States and Europe 50% of the time to conduct on site training classes.
Developed a means of testing students to ensure goals and objectives of course were met.
Worked closely with technical support engineers.
Developed lab problems to reinforce main points of instruction.

EDUCATION

- 1998 CCNA Self Study
- 1997 CNE 4.11: Florida Atlantic University
- 1992 Certificate: A+ Computer Service Technician Certification
- 1990 FLORIDA ATLANTIC UNIVERSITY, Boca Raton, Florida
BS in Electrical Engineering
- 1988 Certificates: United States Navy, Electronic Technician A School, Nuclear Power School
- 1986 NORTHEASTERN UNIVERSITY, Boston, Massachusetts
BET in Electrical



OATH OF ELIGIBILITY

I, Neal A. Hynes

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. **A qualified voter in the Town and**
2. **Must have resided in the Town for the six (6) month period preceding the election."**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE: x Neal A. Hynes

Home Address: 693 Pawnee Street

Jupiter	Florida		5/13/25
City	State	Zip Code	Date Signed
(561) 301 7749			
Phone			

Sworn to and subscribed before me this 13 day of May, 2025
at Palm Beach County, Florida.



Daisy S. [Name] Risk Manager
Signature and title of officer administering oath



Town Council Appointment Checklist

NAME: John Imhoff

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	11/22/2017	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

Town of Jupiter Council
210 Military Tr.
Jupiter, FL 33458

Subject: Application for Town of Jupiter Council Opening

Dear Mayor and Council Members:

I have been full-time resident of Jupiter, FL since my wife Donna and I relocated from Ellicott City, MD in 2017. Until then we were quite content with Mid-Atlantic living, but we've found Jupiter, FL to be absolutely the best suited town for our needs. Our lives are constantly busy with outdoor activities, socializing with friends and pursuing other interests and hobbies. We are avid golfers and exercise enthusiasts. We also have keen interests in the arts and music. Jupiter is the ideal setting to indulge these favorite pastimes year-round.

Being active in the community is in keeping with my core belief that we all must be invested for the community to be its best. Currently, I'm serving in my fourth year on Jupiter Country Club's Home Owners' Association and am proud to see the fruits of our efforts manifested in our magnificent neighborhood. I am also an active participant in Jupiter-based St. Peter Catholic Church as a member of the choir. Great communities such as ours don't happen accidentally. Setting forth a vision, planning to achieve that ideal and managing the detailed plans to meet the residents' needs must occur first. It would be most exciting to be an active participant in those plans with this Council.

My resume is attached along with my FL driver's license showing my current address and residency in the Town of Jupiter District 1. What may not be readily apparent from my resume is the range of responsibilities I've managed over the course of my career and knowledge, skills and experience I hope to bring to bear on the challenges facing the Town Council. These include: organizational design and management; large scale contracting; budget formulation, execution and accountability; and complex personnel management, to name a few. By way of example, in the aftermath of 9/11 as EY's first ever Global Chief Security Officer, I designed the internal security organization and deployed it across our five global regions and 155 countries covering more than 300,000 employees. As Director of the US Bureau of Interpol, I represented US law enforcement to Interpol's General Secretariat and the other 188 member nations on all aspects of international criminal law enforcement.

In closing I'd like to thank you for taking the time to review my candidacy and will make myself available to answer your questions. Thank you for your consideration.

Sincerely,
John Imhoff

270 Tresana Blvd., Unit 124
Jupiter, FL 33478
(410) 330-8296

John Imhoff

270 Tresana Blvd., Unit 124
Jupiter, FL 33478

telephone +1 410-330-8296
Email ImhoffJohn@me.com

Background

Private Sector

► Mr. Imhoff operated as a corporate security consultant, doing business as SecurConnex, LLC from 2018 to 2024 serving numerous corporate clients

► He served as EY's first Global Security Director from 2002 to 2018. In the aftermath of 9/11, EY created this role to upgrade its security posture and consolidate responsibility.

► At the time of his retirement, he oversaw security operations for EY globally in 155 countries with more than 300,000 employees.

► The remit included: emergency and business continuity planning; physical security; travel security; asset protection; meeting and events security; and executive protection.

Government Sector

► Mr. Imhoff served with the Federal Bureau of Investigation from 1976-2002, retiring to assume the EY position.

► Five years of his FBI tenure were as a member of the FBI's Senior Executive Service.

- From 1997-2000 he served (on loan from the FBI) as Director of the US National Central Bureau of INTERPOL, representing US law enforcement to the INTERPOL General Secretariat and its 188 member nations in all international law enforcement matters.
- Investigative achievements spanned the FBI's jurisdiction, with notable successes in the areas of white-collar crime, organized crime, and drug enforcement.
- Prior to his FBI service, Mr. Imhoff was an auditor with Arthur Andersen & Co.

Professional Organizations

- Member 2002 to Present; President-International Security Management Association 2013-4 (www.isma.com)
- Member of the Overseas Security Advisory Council 2006-Present (www.osac.gov) and Domestic Security Alliance Council (FBI/DHS public-private org.) (www.dsac.gov) 2009-Present
- Member FBI National Academy Associates (www.fbinaa.org) and International Association of Chiefs of Police (www.theiacp.org) 1997-Present
- National Law Enforcement Museum volunteer-Design Committee Member 2010-2018

Education and Credentials

- BA-Loyola University Maryland with concentrations in Mathematics and Accounting.
- Masters in Business Administration-Eastern Michigan University.
- Certified Public Accountant.



OATH OF ELIGIBILITY

I, John J. Imhoff, Jr.

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. A qualified voter in the Town and
2. Must have resided in the Town for the six (6) month period preceding the election."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE:

x

Home Address: 270 Trecana Blvd., Unit 124

Jupiter

FL

City

State

33478

Zip Code

May 7 2025

Date Signed

4103308296

Phone

Sworn to and subscribed before me this 9 day of May, 2025
at Palm Beach County, Florida.



Daisy Sand, Risk Manager
Signature and title of officer administering oath



Town Council Appointment Checklist

NAME: Matthew Knoll

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	11/06/2020	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

Matthew Knoll
109 Sandpiper Cir.
Jupiter, FL 33477
sailandfish@gmail.com
504-595-9417

May 7, 2025

Jupiter Town Council
210 Military Trail
Jupiter, FL 33458

Dear Jupiter Town Council Selection Committee,

I am writing to express my sincere interest in the open position on the Jupiter Town Council. As a dedicated resident of Jupiter, I am eager to contribute my skills and passion to help shape the future of our vibrant community.

During my time living in Jupiter, I have developed a deep appreciation for our town's unique character. We specifically chose to settle on the Treasure Coast because of its natural beauty, and selected Jupiter in particular for its exceptional beaches, dining options, and strategic location offering proximity to diverse opportunities. Having previously lived in Hobo Sound, New Orleans, and Cape Coral, I can attest that Jupiter offers a truly special quality of life that deserves to be both preserved and thoughtfully enhanced.

My professional background in the marine industry has equipped me with valuable skills in budget management, project planning, and cross-cultural communication. Having worked my way from fixing small boats and coaching sailing to managing multimillion-dollar budgets for maritime transportation companies, I bring practical experience in both technical problem-solving and fiscal responsibility. My current work as a self-employed Marine Surveyor and Consultant since 2015 has honed my analytical abilities and independent decision-making skills. Additionally, my time serving on the board of directors for a non-profit Marine Surveying Trade organization—including four years as treasurer and two as vice president—has provided me with valuable experience in addressing diverse stakeholder concerns in town hall-style meetings.

Since moving to Jupiter in 2023, where both our children were born at Jupiter Medical Center, my family has fully embraced the community. As an active participant in the Tuesday Night Paddle League for SUP racing and Wednesday night run club, and as

someone who regularly enjoys foil surfing, fishing, and beach time with my children, I have a deep appreciation for Jupiter's natural resources.

If selected to serve on the Town Council, I would prioritize:

- Preserving and enhancing access to Jupiter's natural environment for future generations
- Fiscal responsibility and efficient use of town resources, applying my experience with multimillion-dollar budgets
- Promoting low crime rates and high-quality municipal services
- Sustainable development that maintains Jupiter's unique character and prevents blight
- Transparent governance that considers the diverse perspectives of all Jupiter residents

I believe that effective leadership requires not only vision but also a thorough understanding of governance structures and regulations. Since settling in Jupiter, I have familiarized myself with the Town's governmental framework. I have followed along with some of the town's ongoing issues, including the fire department, and Suni Sands development. Additionally, I have firsthand experience navigating the Town's residential permitting process and have researched numerous portions of the civil code as they pertain to quality of life issues, giving me practical insight into how town regulations impact residents and businesses.

What sets me apart as a candidate is my commitment to balanced representation. Throughout my career, I've worked with diverse stakeholders and understand that good governance requires listening to all perspectives before making decisions. If appointed to the Town Council, I pledge to be accessible to all Jupiter residents, regardless of neighborhood or background, and to approach each issue with an open mind.

I welcome the opportunity to discuss my qualifications further and share my ideas for Jupiter's future. Thank you for your consideration, and I look forward to the possibility of serving our town in this important capacity.

Sincerely,

Matthew Knoll

MATTHEW KNOLL

Jupiter, FL 33455

mknoll@hullsurvey.net

Tel: 504-595-9417

EDUCATION:

- **University of New Orleans:** Bachelor of Science, Business Management, December 2009. Completed 4000 level finance and 2000 level naval architecture and marine engineering courses.

WORK EXPERIENCE:

- **Knoll Marine Services** Metairie, LA & Hobe Sound, FL
President/ Surveyor January 2015 – Present
Independent marine surveyor providing services which include: marine surveying, consulting, project management, non-destructive testing, and appraisal services for commercial vessels, cargo, and yachts. Specializing in damage claims, but also performing pre purchase inspections, loss control inspections, trip in tow, refit and repair consulting, cargo outturn inspections, and more. Sole proprietor responsible for all aspects of the business and services rendered.
- **Marine Surveyor** Metairie, LA
Subcontractor providing services to marine surveying firms June 2014 – 2017
Perform hull and machinery surveys and cargo outturn surveys. Typical surveys include commercial vessels and marine equipment, trip in tow, on/off charter, condition, damage, salvage, new construction, conversion, and repair surveys. Also perform audio gauging, project management, USCG and ABS inspections.
- **Hornbeck Offshore** Covington, LA
Shipyard Project Coordinator August 2012 – June 2014
Performed port engineering and technical superintendent roles. Planned vessel regulatory and operational maintenance, and dry dockings of vessels for a fleet of OSV's, MPSV's, tugs, and barges. Drafted annual dry dock budgets totaling approximately \$45 million. Inspected vessels to ship-check and prepare hull and machinery repair specifications; reviewed bids and awarded work to vendors and shipyards. Identified and procured long lead project materials and services in advance. Attended shipyards and served as project manager as necessary.
- **Sabbatical** July 2011 – August 2012
Temporarily pursued personal goals; refit a 36-foot sailboat and sailed it through the Caribbean.
- **Hornbeck Offshore** Covington, LA
Staff Engineer, Maintenance and Repair July 2010 – July 2011
Reviewed maintenance procedures for vessel equipment and provided best practices solutions; made recommendations for fleets' spare parts inventory. Provided shore side support for vessel technicians, engineers, and mechanics. Attended and managed vessel dry dock projects as needed.
- **Canal Barge Company** Belle Chasse, LA
Barge Maintenance Superintendent February 2010 – July 2010
Planned and supervised maintenance and repair projects and budgets for fleets of tank, hopper, and deck barges.
- **Mark Shiffer Marine Surveyors** Harvey, LA
Staff Surveyor June 2007 – January 2010

CERTIFICATIONS & TRAINING:

- Past Vice President and Treasurer of National Association of Marine Surveyors.
- Certified Member of National Association of Marine Surveyors (NAMS-CMS)
- Current U.S. and Canadian passports
- OSHA Confined Space Entry & Shipyard Competent Person
- USCG 100 Ton Masters license
- Certified Marine Investigator, International Association of Marine Investigators (IAMI-CMI)
- TWIC
- Competent in the use of: MS Office, Word, Excel, Power Point, MS Project, AutoCAD
- Non-destructive Testing Level II UT Thickness only certificate
- ABYC Marine Systems Certified
- Uniform Standards of Professional Appraisal Practice (USPAP)

LITIGATION EXPERIENCE:

- Retained as expert witness and drafted expert report for litigation concerning the sinking of an inland towing vessel.
- Deposed in matter concerning barges which broke away and stuck a vessel and mooring buoy: Baltic Wind, Ltd. & Genco Ship Management, LLC v. M/V Lady of Perpetual Help.
- Testified in matter concerning a shipyard dispute on a new under construction passenger vessel: Sea Fair v. St. John Shipbuilding, Putnam County, FL.

PUBLICATIONS AND SPEAKING ENGAGEMENTS:

- Published article "Trip in Tow – What's The Point", National Association of Marine Surveyors, E-News March, 2022.
- Guest speaker at International Association of Marine Investigators 2022 annual conference in Orlando, FL. Subject: "Commercial Vessels and Their Construction".

YACHTING EXPERIENCE:

- **M/Y Clam Chowder**
Delivery OCINW/ Mate- voyage from Palm Beach, FL to Greenport, NY; June 2019. 76' Marlow motor yacht.
- **S/Y Elise**
Delivery Mate – voyage from Norfolk, VA to St. Martin; December 2016. 66' Oyster sailing yacht.
- **M/Y Serengeti**
Delivery OCINW/ Mate- voyage from Seattle, WA to Newport Beach, CA; September 2016. 130' Westport motor yacht.
- **S/Y Pandemonium**
Bow Man/ Fore Deck- 2016 Loro Piana Caribbean race, Virgin Gorda; April 2016. 82' Oyster sailing yacht.
- **Boat Build**
Built a 13' light weight V hull solo fishing power skiff for personal use. Construction method was foam core over frames, with S-glass fiberglass and epoxy resin. Built during 2016. The boat is registered, compliant with local regulations, and powered by a 15-horsepower outboard.
- **S/Y Zydeco, Rougarou & Demitasse**
Multiple crew positions including captain, bow man, and helms man for Gulf Coast regional PHRF and one design races, and associated deliveries; 2016 through present. J111, Melges 32, and J27 sailing yachts.
- **S/Y Alice in Red**
My personal boat; major refit, and cruising between Florida and the BVI; 2011 through 2012. 36' Northshore Vancouver sailing yacht.
- **Various Motor Yachts**
Engineering work during refits of various motor yachts located in Ft. Lauderdale, FL. May 2006.
- **M/Y Mystique**
Deckhand- East Coast, USA/ Caribbean; October 2005 through April 2006. Included major shipyard refit period and main engine replacement. 165' Oceanfast motor yacht.
- **M/Y Xylonen**
Engineering work during major refit, Ft. Lauderdale, FL.; September 2005. 145' Christensen motor yacht.
- **S/Y Sequest**
Crewmember, cruises including diving and sport fishing to: Belize 2003 & 2004; Andros, Bahamas 2005; Roatan, Honduras 2007, 2008. 50' Gulfstar sailing yacht.
- **Southern Yacht Club**
Part time sailing instructor and assistant harbor master- New Orleans, LA; 2005 through 2008; provided sailing instruction for ages 8 through adults; served as dinghy racing coach; performed maintenance and repairs on the yacht clubs fleet of (16) 420 dinghies, (12) Flying Scott dinghies, and (8) Powerboats.

MARINE PROJECT MANAGEMENT EXPERIENCE:

- Drafting specifications for repairs and conversion projects.
- Soliciting bids according to written specifications.
- Creating and executing project budgets.
- Working between operational departments and contractors.
- Identifying critical paths, and creating/ executing project schedules.
- Working with naval architects and engineers to execute designs.
- Liaising between regulatory bodies such as ABS, DNV, USCG.
- Working with project contractors to ensure timeline, budget and safety goals are achieved.

• 2020

Project manager for owner overseeing the following projects:

- Graycious, Oyster 745 sailing yacht – damaged by fire; project included: providing yacht management/ caretaking services for 2 month, arranging and overseeing shipment of yacht and storage container from Palm Beach, FL to Southampton, UK, liaising and coordinating between owners team of surveyors and naval architects.

• 2018 – 2019

Project manager for owners, overseeing the following projects:

- HOS Remington, 270' DP2 OSV – at Bollinger Fourchon; project included: dry docking, sandblasting of the hull and repainting with new color scheme, addition of a moonpool and sea chest, repairs to tunnel thruster, main engine exhaust repairs. Approximately \$1 million project value with 20-day duration.
- HOS Cedar Ridge, 320' DP2 OSV – at Bollinger Fourchon; project included: ABS Class intermediate surveys, main engine top end overhauls, removal of (19) grid coolers for testing, maintenance on (3) tunnel thrusters, maintenance on (2) controllable pitch shafts, hull paint touch up and new antifouling, cargo piping alterations. Approximately \$1.5 million project value with 25-day duration.
- HOS Commander, 320' DP2 OSV – at Bollinger Fourchon; project included: ABS Class special #1 survey, hull painting, overhaul of (3) tunnel thrusters, overhaul of (2) controllable pitch propeller shafts, complete overhaul of (2) main engines, (2) generators, (3) tunnel thruster engines, 5-year service of cranes, lifeboats and davits. Approximately \$2 million project value with 30-day duration.
- HOS Red Rock, 310' DP2 OSV – at Bollinger Fourchon; project included: ABS Class special #1 survey, hull painting, overhaul of (2) tunnel thrusters, overhaul of (2) Z-drives. Approximately \$1 million project value with 20-day duration.
- HOS Carolina, 320' DP2 OSV – at Bollinger Fourchon; project included: ABS Class special #1 survey, hull painting, overhaul of (3) tunnel thrusters, overhaul of (2) controllable pitch propeller shafts, complete overhaul of (2) main engines, (2) generators, (3) tunnel thruster engines, 5-year service of cranes, lifeboats and davits. Approximately \$2 million project value with 30-day duration.
- HOS Brigadoon, 190' DP1 OSV – at TNG Veracruz, Mexico; project included vessel reactivation after cold stack, ABS Class special survey #4, significant hull steel repair work, replacement of propeller shafts. Approximately \$1 million project value with 35-day duration.
- HOS Iron Horse, 430' DP3 Subsea Construction Vessel, at Gulf Copper, Port Arthur, TX.; ABS Class special survey #2, full overhaul of (4) main generators, all thrusters and Z-drives, and 10-year overhauls on 400T active heave comp. mast crane & 120T knuckle boom crane; 5 year service on 8 lifeboats and davits. Approximately \$9 million project value with 60-day duration. Oversaw project schedule, cost tracking updates, all hull and tank surveys, all valve repairs, and assisted with coordinating all vendors and project leads.
- HOS Dominator, 240' DP2 OSV – at Mare Island Dry Dock, Vallejo, CA; ABS class intermediate #5. Overhaul (3) tunnel thrusters; light maintenance and paint work scope. Approximately \$1 million project value with 26-day duration.
- USNS Arrowhead, 250' DP2 USNS – at Vigor, Portland, OR.; fill in for project manager during emergency family leave. Oversaw project completion, including dead weight survey, incline experiment, machinery alignments.

- **2015 - 2018**

Multiple small-scale repair or upgrade projects- inland tank and crane barges. Typical project value under \$200,000. Scope included: inspect project, identify scope of work, draft specifications for work, solicit bids, oversee work.

- **2014 - 2015**

Project manager for owners, overseeing the refit of tug "Brooklyn". Project value approx. \$5 million. Included stripping vessel of equipment and finishes. Refurbish vessel with new equipment, maintaining the original main engines.



OATH OF ELIGIBILITY

I, Matthew A. Knoll

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. **A qualified voter in the Town and**
2. **Must have resided in the Town for the six (6) month period preceding the election."**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE:

x


Signed with **Stavvy**

Home Address: 109 Sandpipe Circle 33477

<u>Jupiter</u>	<u>FL</u>	<u>5/13/25</u>
City	State	Date Signed

504-595-9417

Phone

Sworn to and subscribed before me this 13th day of May, 2025
at Palm Beach County, Florida.

Appears on following page.

Signature and title of officer administering oath

**NOTARY ACKNOWLEDGMENT TO
OATH OF ELGIBILITY FOR
TOWN OF JUPITER**

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 13th day of May, 2025, by Matthew A. Knoll, who ☐ is personally known to me or ☒ produced a Florida Driver's License, as identification.

(Notary Seal)

ANTOINETTE MANSFIELD
Notary Public State Of Florida
Commission Number HH348637
My Commission Expires January 11, 2027

Notarized remotely via audio/video communication using Stavvy

Antoinette Mansfield
Signed with Stavvy

Signature of Notary Public
Print Name: Antoinette Mansfield
My Commission Expires: January 11, 2027



Town Council Appointment Checklist

NAME: Steven Kolman

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	03/22/2016	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

Steven Kolman
204 Xanadu Place
Jupiter, Florida 33477
954-614-0065
April 19, 2025

Jupiter Town Council

I am writing to express my interest in the vacancy on the Jupiter Town Council. With a strong commitment to community service, an extensive business consulting background, and a passion for controlled sustainable development and local governance, I believe I can contribute positively to our vibrant town.

Having lived in Jupiter for over 14 years and in Palm Beach County for over 30, I have developed a deep appreciation for the unique characteristics that make Jupiter a special place. I have been actively following and witnessing the challenges and opportunities that Jupiter faces. I am particularly concerned with issues such as controlled growth, economic development, environmental sustainability, housing, and public safety. I believe that proactive policies can enhance the quality of life for all residents and preserve the natural beauty of our surroundings.

Professionally, my acquired skills and areas of expertise have equipped me with valuable skills such as problem solving, conflict resolution, communication, cooperation, and collaboration. I am adept at working with diverse stakeholders to achieve common goals, and I understand the importance of transparency and community engagement in local governance.

I am currently volunteering as the Chairman of the Board of Integrated Healthcare Systems in WPB. Integrated Healthcare is a Non-Profit Behavioral Health organization that provides medical services, drug treatment, and case management services to the marginalized and underserved citizens of Palm Beach County. Most importantly, Integrated Healthcare provides permanent supportive housing for the Homeless.

The Town of Jupiter government structure combines an elected Town Council with a Town Manager responsible for day-to-day operations. The Town Council includes the Mayor and Council members, serving staggered shifts, elected by the residents. The Town Council is responsible for adopting local ordinances and budgets, making policy decisions, and setting the direction for long-term planning and development. The Town Council should always represent the interests of the community and address Jupiter residents' concerns.

The Town of Jupiter Code is made up of a collection of ordinances, regulations, and laws that govern various aspects of life and governance within the Town. I am aware that as the legal foundation for the governance of Jupiter it covers zoning and land use, community standards, public safety, environmental protection, business regulations, dispute resolution, with transparency and accountability. I have been involved with the Town Code regulations regarding home build and improvement projects both personally and as a Board Member of a Jupiter POA.

My willingness to Listen and represent all residents, involves genuinely hearing what residents have to say understanding the different perspectives, and valuing their opinions.

I feel that inclusivity is paramount to ensure that all voices are heard and no group or individual should be overlooked. Being open minded about decision making processes and hoe resident is utilized fosters trust within the community. I think it is critical to maintain ongoing dialogue and feedback mechanisms that allow residents to remain involved. I have a strong willingness to listen and represent all residents, which is foundational for the role of Town Council Member.

My affection for the Town of Jupiter is demonstrated by celebrating and sharing local history, making it a priority to support local businesses, attending Town meetings on line, participating in local Town festivals, i.e. Art, Farmers Market, promoting and enjoying Jupiter's natural resources, participating in Jupiter Beach clean Up events, ,and connecting with neighbors.

I am enthusiastic about the opportunity to collaborate with the fellow council members, town staff, and residents to address our community's needs and aspirations. I am committed to fostering open lines of communication, being accessible to constituents, and ensuring that their voices are heard in the decision-making process.

Thank you for considering my application. I am excited about the possibility of contributing to the future of Jupiter and would be honored to serve on the Town Council. I look forward to the opportunity/

Sincerely,

Steven Kolman

STEVEN KOLMAN

iussmk1@gmail.com | 954-614-0065 | Jupiter, Florida

EXECUTIVE SUMMARY

Dynamic and innovative senior level corporate executive equipped with a wealth of experience in achieving operational success. Possessing a progressive aptitude for business process mapping, organizational change management, strategic planning, and compliance. Acting as a major contributor and driver of revenue within various organizations. Skilled in people development, with a passion for conceptualizing strategic direction and developing tactical business plans to stimulate profitable growth.

AREAS OF EXPERTISE

Operations Leadership, Supply Chain & Logistics, KPI Management, Integrations, SOPs, Continuous Improvement, Risk Mitigation, P&L, Board Relations, Governance, Revenue Generation, Supply Chain, Customer Service, Restructuring, Policies & Procedures, Safety, Change Management, Acquisition, Growth Initiatives, Presentations, Analyzing Data, Global Initiatives, CRM, SLA's, Logistics, Quality Control, Capital Expenditures, Reporting, Operational Performance, Financial Management, Project Management, Controls, Fast-Paced Environments, Crisis Management, Sales Plans, Negotiations, Strategies Accountability, Multi-site, Global Operations Management, Turnaround Strategies

PROFESSIONAL EXPERIENCE

Integrated Healthcare Systems
Chairman of the Board
Riviera Beach, Florida

General supervision of and general management and executive power over all business, operations, property, affairs, and employees, and ensures that the policies and programs adopted or approved by the Board are carried out.

S M Kolman Consulting L.L.C.
Business / Strategy Consultant
Jupiter, Florida
2021 - Present

Experience and success in working with numerous companies to establish action plans to achieve their primary goals and improve performance and profitability. Ability to assess and analyze current processes and market trends to create strategies and implementation plans to support growth, improve company culture, and relevancy in the marketplace.

JM Family Enterprises LLC
Various Roles Held
1994 - 2020

Director Workplace Development

- Championed the leadership and oversight of the strategic and tactical goals for the workplace.
- Devised and implemented development strategies to promote and advance the training and professional knowledge of personnel.
- Constructed an innovative automotive industry unique dealership associate retention program to improve employment skills, enhance associate morale, increase productivity, and eliminate turnover.
- Embodied the role of a Subject Matter Expert as it related to several integral aspects of continuous improvement initiatives.

Regional Fixed Operations Manager

- Educated employees on corporate policy and procedure compliance to facilitate improved operations outcomes.
- Oversaw the District Manager and Consultant teams.
- Steered the organization through the process of exceeding their annual Parts sales goals through creation of sales and marketing process innovation and competitive advantages.
- Controlled expenses, eliminated waste, reduced overhead costs and developed operating budgets.
- Managed inventory control functions and reported discrepancies to corporate headquarters to increase system functionality.

Strategy Consultant

- Improved regional processes by coming up with effective methodologies to handle customer complaints.
- Analyzed performance metrics to identify, structure and solve complex business problems.
- Drove growth and increased accountability by standardizing internal processes using performance-based measurements and benchmarks, reporting and mission alignment.

Director Accessory Sales and Marketing

- Revitalized and built long-term profitable relationships with dealer organization, boosted sales, and delivered high-quality experiences for customers.
- Stayed current on industry trends and changes and participated in professional development opportunities to strengthen product and service knowledge.

Director Parts and Service Development

- Reduced process lags, managing daily parts operations such as fulfilling service requests, generating orders, tracking inventory, and maintaining profit margins.
- Maintained inventory accuracy by counting stock-on-hand and reconciling discrepancies.

National Remarketing Manager

- Governed the inventory of off lease vehicles, establishing a reconditioning center, dealer direct sales program, successfully maximizing asset value and ROI.
- Deployed creative marketing strategies to promote the resell of inventory by utilizing engaging campaigns.
- Collected and analyzed consumer data, including demographics, preferences and purchasing trends.



OATH OF ELIGIBILITY

I, Steven Kolman

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. A qualified voter in the Town and
2. Must have resided in the Town for the six (6) month period preceding the election."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE:

x Steven Kolman

Home Address:

204 Xanadu PL

Jupiter
City

FL
State

33477
Zip Code

5/2/25
Date Signed

954-614-0065
Phone

Sworn to and subscribed before me this 7 day of May, 2025
at Jupiter, FL, Florida.



Daisy Sanchez, Risk Manager
Signature and title of officer administering oath



Town Council Appointment Checklist

NAME: Michael McHenry

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	05/01/2023	☐
After Verification is Complete		
Oath of Eligibility was not completed prior to the agenda item's publication.		
Oath of Eligibility	☐	☐

From: [Michael McHenry](#)
To: [Human Resources](#)
Subject: Jupiter Town Council Vacancy
Date: Sunday, May 11, 2025 9:22:43 PM
Attachments: [CV Michael McHenry \(6\).pdf](#)

Some people who received this message don't often get email from michael_mchenry@msn.com. [Learn why this is important](#)

Dear Election Committee,

My name is Michael McHenry and I reside at 179 Sonata Drive Jupiter Florida which is located in district 1.

I understand there is a vacancy needing to be filled on the town council to fulfill a term ending March 2026 and would like to be considered for the seat.

Living in Jupiter, I am interested in investing my time, ideas and experience in potentially serving the Jupiter community. I am currently honored to serve as a board member with Share the Good Foundation (STGfoundation.org), a faith based organization supporting at risk individuals. In addition, I have previously served on the board of Courageous Communities Ohio which provides inclusive opportunities for children and young adults with disabilities.

My work experience is expansive in the global chemicals and materials sector where I currently hold the position of CEO & Board Director for Techmer PM. My responsibilities include all strategic and operational aspects of the global business with 11 operating sites. Prior to Techmer my experience includes senior leadership roles at mid-size privately held corporations in addition to leading global public companies including BASF and Ciba Specialty Chemicals.

I am confident my experience and knowledge managing complex business and financial situations as well as evaluation/execution of small and large capital projects would be of value to the Jupiter council and community. In addition I am passionate about Jupiter and providing support and guidance to investments and activities in the community.

Please find attached a copy of my drivers license as well as professional resume for review. I look forward to hearing back from you and the possibility of serving on the Jupiter Town Council.

Sincerely,

Michael A. McHenry
179 Sonata Drive
Jupiter, Florida 33478

Cell: 845-249-5652
Email: Michael_mchenry@msn.com

MICHAEL A. MCHENRY

Jupiter, Florida | 845.249.5652 | michael_mchenry@msn.com

Chief Executive Officer - Board Director

Accomplished hands-on chemicals and materials industry executive with a unique balance of experience in both fast-moving mid-sized global entrepreneurial organizations as well as disciplined and structured large public enterprises. Results driven, entrepreneurial leader with a proven track-record of consistently enhancing overall business performance by developing and executing value creating strategies. Accomplished in developing highly effective global leadership/cross-functional teams in addition to building strong external alliances with customers, suppliers, and channel partners. Demonstrated ability to make rapid assessments and execute clear strategies that deliver results.

PROFESSIONAL EXPERTISE & STRENGTHS

- **Industry Knowledge:** Global specialty chemicals, materials and lubricants markets and technologies
- **Leadership Culture and Value Creation:**
 - Recognized for attracting & creating high performance executive teams
 - Effective at rapidly identifying, quantifying & executing value creation initiatives across the enterprise
 - Collaborative team approach with a bias towards decisive decision making to facilitate rapid execution
 - Change agent, experienced in turnaround situations
 - Ability to think conceptually, strategically, and analytically
 - Values and relationship-based leadership style
- **Partner Engagement, Innovation & Sustainability:**
 - Record of building strong customer, supplier, and distribution partner relationships
 - Experienced engaging with regional/national/global channel partners to drive growth
 - Effectively leverage innovation and sustainability trends to create value
- **Communications:** ability to energize & provide the organization with a sense of urgency & purpose
- **Mergers & Acquisitions:** Expertise in developing M&A strategy and execution including integrations

EXPERIENCE

2020 – Present	Techmer PM	Clinton, TN
----------------	------------	-------------

Private equity backed, mid-market leading materials designer of custom polymers including color and additive concentrates as well as engineered compounds for markets including rigid packaging, films, synthetic fibers, consumer products and health care. 11 production sites located in the US and Mexico.

CEO President & Board Director

- Recruited by SK Capital to lead the investment with focus on creating a professionalized organization and developing/executing on value creation initiatives
- Substantially improved safety performance with metrics and behavioral based program implementation
- Restructured and recruited leadership team, professionalized processes/systems & develop a 5-yr strategy
- Developed and successfully executed value creation initiatives including human resources, operations commercial, procurement and supply chain collectively increasing EBITDA by 2.6X in first two years
- Successfully transitioned the business from SK Capital to Gryphon Investors in late 2022 for a 6X return
- Requested to remain as CEO as part of the transaction of the business and execute on the growth strategy
- Consolidated existing and acquired sites to rationalize capacity and gain efficiency
- Successfully sourced, negotiated closure & integrated 2 acquisitions (2-3X EBITDA synergies each)
- 2 additional acquisitions closed late 2024 and early 2025 with expected 3.7X synergized EBITDA return

2016 – 2020

Master Fluid Solutions

Perrysburg, OH

Private family-owned leading global manufacturer of metalworking fluids for the Aerospace, Energy, Industrial, Automotive and health care markets with manufacturing assets in North America, Europe, China (2), India and Thailand. Servicing customers primarily through large and mid-sized regional and multinational distribution partners.

CEO President & Board Director

- Recruited as first non-family CEO and board director to lead, professionalize, and grow the business
- Board responsibility - Strategy Innovation and Technology as well as EH&S committees
- Developed first long-term strategy to double business in 5-years through both organic and inorganic growth
- Redefined executive team structure & responsibilities to better suit global business needs & drive strategy execution
- Created global scorecard to create transparency and monitor performance of business
- Redesigned executive compensation structure to align with shareholder distributions (fair, consistent and transparent)
- Created operational visibility through implementation of a robust global Sales & Operations planning process
- Redesigned and implemented commission-based sales incentive plan and culture to focus team on profitable growth
- Increased R&D investment to ~5%. Stimulated first patent application for novel aerospace product launched in 2020
- Personally sourced, executed, and integrated strategic acquisition of German competitor. Second target in due diligence
- Voted one of the Top Workplaces in the Toledo area 2017, 2018 and 2019
- Increased revenue by 6% per year & doubled the profitability from ~7% to ~15% EBITDA excluding acquisitions

2013 – 2016

BASF Corporation

Southfield, MI

Vice President Coatings / Printing Packaging / Adhesives Business Units

Full P&L and strategic leadership for industry facing business with revenues of approx. \$1.4 billion & approx. 750 employees in North America with additional responsibility for strategic activities globally. Pigments, Dispersions, Light Stabilizers, Photo Initiators & Resins utilized in the architectural, automotive & industrial coatings, plastics, adhesives & printing/packaging markets.

- Developed, communicated, and implemented a compelling vision and strategy for moving from a product to market focus.
- Results: 6% annual sales growth and increased cash generation greater than 12%.

Concurrent Global Business Carve out Leadership as of July 1, 2015:

- Led a complex carve out of \$1.2 billion global Pigments business unit including creation of separate global legal entities. Subsequently, sold to Sun Chemical.

10/10 – 10/13

BASF Corporation

Wyandotte, MI

Vice President Resins & Performance Additives North America

Full P&L and strategic leadership responsibility for the North American business with revenues of approx. \$700 million including 3 manufacturing sites. Principal markets include Coatings, Printing & Packaging, Adhesives and Construction Chemicals Industries.

- Stabilized challenged business & repositioned underperforming unit to best performing within North America
- Safely & successfully managed complex relocation & start-up of \$300 million capital investment for new plant
- Successfully initiated & implemented S&OP Process for disjointed business, decreasing inventories by 35% while increasing delivery reliability by 15% (Project Finalist for BASF global supply chain project 2011)
- Consolidated >\$200 million NA distribution network from 31 to 10 to eliminate conflicts and increase accountability
- Increased EBITDA from 14% to 17.5% through active management of margins, cost structures and growth initiatives

1/08-10/10

Ciba Specialty Chemicals (acquired by BASF April 2009)

Tarrytown, NY

President Coating Effects America's

Member of the Coating Effects Global Executive Leadership team with full strategic and P&L management responsibility for the America's region with revenues of approx. \$450 million. (4) Business lines, 11 direct reports and 530 total employees. Direct responsibility for two manufacturing sites & one shared site.

- Reduced SG&A by 14%, aligning with business performance while simultaneously increasing responsiveness to customers
- Redesigned and implemented S&OP process to align with global operations to meet global customer requirements
- Initiated and implemented Product Rationalization Program reducing complexity of the portfolio by 30%
- Developed off-patent strategies to protect the margins of strategic product offerings from competitive threats

Additional Career Positions

2006-2008	Ciba Specialty Chemicals	Vice President & Global Head – Lubricant Additives	Tarrytown, NY
2000-2006	Anderol & Royal Lubricants	Vice President	US, Italy, Netherlands
1990-2000	Hatco Chemical	Technical and Commercial roles	Fords, NJ
1988-2000	Castrol	Technical roles	Piscataway, NJ

EDUCATION & PROFESSIONAL DEVELOPMENT

EDUCATION: Bachelor Chemistry-Rutgers University, New Brunswick, NJ

NON-PROFIT BOARD SERVICE:

Share the Good Foundation (2022 – present) - Faith based organization supporting individuals at risk.

Courageous Communities Ohio (2017-2020)- creating meaningful opportunities for individuals with disabilities

PUBLICATIONS: Awarded three (3) patents for novel value-added specialty lubricant products

PROFESSIONAL DEVELOPMENT TRAINING: Leadership, Mergers & Acquisitions, Management Development & Teambuilding, Crisis Communications, Negotiating, Competition Law

CURRENT & PAST AFFILIATIONS: ILMA Board Member, Rutgers University Business Board Advisor, Member NLGI Board of Directors, American Coatings Association Board Member, NAPIM Committee Member



Town Council Appointment Checklist

NAME: Joshua Robert Miller

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	03/20/2018	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

Josh Miller
18920 Misty Lake Drive
Jupiter, FL 33458
561-718-7225
Josh@KasperElectric.com

TOJ Town Council,

I am writing to express my interest in the vacant Town Council Seat in the Town of Jupiter. As a lifelong resident of South Florida and a proud Jupiter homeowner since 2014, I am deeply passionate about the advancement and improvement of our community. My wife and I chose Jupiter as our forever home because of its unique charm, and I am committed to contributing to its growth and prosperity.

Growing up in Palm Beach Gardens and graduating from The King's Academy, I have fond memories of fishing at the Jupiter Inlet with my brother. Returning to this area in 2014 was a homecoming for me, and I have since dedicated myself to building local businesses and serving our community. This Town Council Seat is particularly meaningful to me, as it offers the opportunity to combine my professional expertise with my desire to make Jupiter an even better place to live, raise a family, and support local businesses.

Here are some highlights of my qualifications and contributions:

- **Leadership in Local Business:** I have successfully led and grown several local businesses, fostering strong relationships with area municipalities and adhering to national, state, and local planning and zoning requirements.
- **Community Engagement:** I currently serve as the President of the Independent Electrical Contractors Association for the Florida East Coast Chapter, where I help attract and train young men and women in the electrical trade.
- **Philanthropic Involvement:** I actively participate on the board of a local 501(c)(3) charity that supports global initiatives, including building orphanages in Cuba and India, water wells in Guatemala, and a special needs home and treatment center in Guatemala.
- **Commitment to Diversity and Inclusion:** I believe in treating all clients, customers, and neighbors with respect, regardless of their background or beliefs. I am excited to serve the interests of all Jupiter residents and work collaboratively to address diverse perspectives.
- **Volunteerism:** I serve on the worship and tech teams at my local Jupiter church and support organizations like Bow Down Church and Urban Youth Impact in West Palm Beach.

I am eager to bring my leadership skills, community involvement, and passion for Jupiter to the Town Council. I look forward to discussing how my experience aligns with the needs of our town. Please feel free to contact me at (561) 718-7225 or via email at Josh@KasperElectric.com to schedule a conversation.

Thank you for considering my application. I am excited about the opportunity to serve our community and contribute to the continued success of Jupiter.

Sincerely,

Joshua R. Miller
18920 Misty Lake Drive
Jupiter, FL 33458
(561) 718-7225
Josh@KasperElectric.com

Joshua R. Miller
18920 Misty Lake Drive
Jupiter, FL 33458
Cell: 561-718-7225
Josh@KasperElectric.com

SUMMARY

Business Executive and Owner with a proven track record of leading operational and sales teams to drive efficiency, employee productivity, and morale. I prioritize ethical standards, trust, and continuous improvement, fostering strong relationships through kindness and patience. Skilled in leadership, dispute resolution, and lean operations.

Skills include:

Positive Attitude	Dispute Resolution
Presentation and Communication Skills	Leadership Skills
Motivation	Detail Oriented
Continuous Improvement	Training
Relationship Building	Lean Operations

PROFESSIONAL EXPERIENCE

Luxe Pergola LLC. Jupiter, FL <i>Wholesale Sales of the Sundance Motorized Pergola</i> Owner	2025 - Present
Jupiter Pergola Inc. Jupiter, FL <i>Retail Sales and Installation of Pergolas and Outdoor Living Spaces</i> Owner	2025 - Present
Kasper Electrical Inc. Palm Beach Gardens, FL <i>Residential and Commercial Electrical Contractor</i> Partner / Chief Operating Officer	2025 - Present
Gilmore Electric Company Inc. Jupiter, FL <i>Industrial and Commercial Electrical Contractor</i> Treasurer / General Manager	2014-2025
Professional Pavement Products, Jacksonville, FL <i>Provider of products for Roadway and Parking Lot Maintenance and Construction</i> Sales and Operations Manager	2009-2014
Monster Media Orlando, FL <i>Global Leader in Non-Traditional Advertising</i> Sr. Director of Operations	2008-2009

Centex Homes,
Orlando, FL
Fortune 500 company in homebuilding industry.
Lead Project Manager

2004-2008

Schumacher Automotive Inc.
Lake Park, FL
Automotive Dealership Group in South Florida
Assistant Service Manager

2003-2004

Niffer's Inc.
Auburn, AL
Restaurant
Assistant Manager

2000-2002

EDUCATION

Master of Business Administration
University of Phoenix Orlando, FL

Bachelor of Arts in Business Administration
Florida Atlantic University Boca Raton, FL

Associates in Business Administration
Auburn University Auburn, AL

The King's Academy
West Palm Beach, FL

Professional Licenses

FL Certified General Contractor
FL Certified Unlimited Electrical Contractor



OATH OF ELIGIBILITY

I, Joshua Robert Miller

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. A qualified voter in the Town and
2. Must have resided in the Town for the six (6) month period preceding the election."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE: x

Home Address: 18920 Misty Lake Drive

Jupiter FL 33458 5/5/25
City State Zip Code Date Signed

561-718-7225
Phone

Sworn to and subscribed before me this 5th day of May, 2025
at Palm Beach County, Florida.



Linda Michelle Clary
Signature and title of officer administering oath

Rev. 06/23



Town Council Appointment Checklist

NAME: Craig Palenzuela

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	11/19/2018	☐
After Verification is Complete		
Oath of Eligibility	☐	☒ Resides In District 2

Craig Palenzuela
Jupiter, FL 33458

cpalenzuela@comcast.net

(561) 563-3545

May 12, 2025

Town Clerk

Town Council Office

Town of Jupiter, FL

Dear Town Clerk or Council Selection Committee,

I am writing to express my sincere interest in serving on the Town Council for the Town of Jupiter, FL. As a long-standing resident of Florida with a strong background in technology, service, and problem-solving across both public and private sectors, I believe I bring a unique, hands-on perspective and a deep commitment to community improvement.

My professional experience includes over 15 years of working in technical support, IT infrastructure, and customer-facing roles—both in the private sector and in service to municipal government. Notably, I held a technician position with the City of Riviera Beach I.T. Department, where I supported vital city systems and equipment. This role gave me first-hand exposure to the operational demands of local government and reinforced my interest in public service.

Currently, I serve as a Service Technician for Sonic Workflows, where I streamline HR processes and manage logistics across multiple departments—skills that translate directly to the effective administration and strategic planning responsibilities required of a council member. My past work with companies such as Compucom, Nielsen, and AGI has strengthened my ability to listen, analyze issues, and deliver practical, tech-savvy solutions under pressure.

I am passionate about community engagement, government transparency, and making technology more accessible to our citizens. I bring not only technical expertise and administrative experience, but also a strong sense of accountability, adaptability, and a proven ability to communicate across diverse groups.

I would be honored to contribute to the leadership of our community and would welcome the opportunity to speak further about how my skills and experience can serve the Town of Jupiter, FL.

Thank you for your time and consideration.

Sincerely,

Craig Palenzuela

Craig Palenzuela

Jupiter, FL 33458

cpalenzuela@comcast.net

+1 561 563 3545

Authorized to work in the US for any employer

Work Experience

Service Technician - Sonic Workflows Team

Compucom/ Sonic Automotive-Jupiter, FL

March 2023 to Present

- Efficiently manage the onboarding process for new hires and rehires, ensuring seamless integration into the company.
- Process position and location changes, handle leaves of absence and returns, and facilitate transfers and terminations.
- Manage purchase order requests, ensuring timely and accurate processing.
- Contribute to the smooth operation of HR workflows and administrative functions through attention to detail and strong organizational skills.

Cisco Voice Technician and Support

CompuCom/FPL-Juno Beach, FL

October 2018 to March 2023

- Work remotely to support Cisco Unity Call Manager and Unity for FPL via the ServiceNow ticketing system.
- Program and deploy Cisco phones to various end-users using Cisco Unity Call Manager and Unity.
- Troubleshoot issues with Cisco Webex.
- Troubleshoot issues with Cisco Jabber and IP Communicator.
- Troubleshoot connectivity issues with cubicles and offices both internally and remotely.
- Support a company with thousands of employees across 31 states, Canada, and Spain.
- Serve as a second option for managing the ticket queue and dispatching technicians to different sites accordingly.

Field Merchandising Manager

2020 Companies (Agent for Samsung)-West Palm Beach, FL

December 2017 to November 2018

- Providing continuity for Samsung's clients, traveling from location to location.
- Meeting priorities in promotions and advertising in a prompt manner.
- Installing new Samsung products for Home Entertainment and Galaxy Android Tablet platforms in client locations or replacing and/or repairing damaged products as well as setting up Dell and Alienware products.
- Troubleshooting issues with Samsung products ie. wireless, connectivity, software, firmware, etc.

Help Desk/Level I Support

AGI-West Palm Beach, FL

October 2016 to July 2017

- Contract role providing support for clients over the phone troubleshooting issues with workstations, software such as Microsoft Office, anti-virus, hardware such as printers/copiers, optical equipment.
- Remote desktop services in Autotask and Remote Desktop to further provide technical support and fixing issues for Windows, Mac and Linux or escalating to higher levels of support
- Creating, deleting users in Active Directory as well as giving and reducing permissions to users, resetting passwords and making profile changes.
- On-site technical support for hardware, software related to workstations, printers/copiers, surveillance, switches, firewalls, servers, phone systems, wireless. Cabling and moderate training.

Field Representative

Nielsen-Royal Palm Beach, FL

February 2011 to September 2016

- Installed and maintained Nielsen metering equipment for both TV and PC used for data retrieval of people's viewing and computer usage habits.
- Troubleshoot connectivity, electrical issues with equipment both hardware, software related including cellular.
- Traveled to maintain a field area of around one-hundred thirty homes at optimal performance.
- Establish relationships with new homes installed as well as continuing good relationships with existing homes.
- Corrected issues with equipment as well as updating household data on a continuous basis.

Technician

City of Riviera Beach I.T. Dept-Riviera Beach, FL

February 2010 to November 2010

Contract position for the City of Riviera Beach:

- Installed, maintained city personnel equipment including computers, printers and mobile devices.
- Troubleshoot issues with personnel devices across the city's multiple locations as well as keeping inventory of city assets.
- Repairing city equipment including PCs, servers, phones and laptops.

Network Technician

Docutek Imaging Solutions-Deerfield Beach, FL

February 2007 to January 2009

- Traveling between clients to install and troubleshoot Docutek and third-party vendor equipment including multi-function devices (Ricoh/Savin, Kyocera, Konica-Minolta), workstations and servers (HP, Dell).
- Troubleshoot and install software such as Office and other third-party programs.
- Working the help desk and troubleshooting issues over the phone remotely using MSP, Team Viewer and Remote Desktop for clients in Active Directory, multi-function devices and escalating tickets to Level 3 support.
- Installing and implementing document imaging solutions and educating clients on it's usage.
- Maintaining excellent relationships with clients and performing duties as assigned.

Education

MCSA for Windows 2K12 R2, CCNA, CompTIA Security+ in Network and Internet Security

New Horizons Computer Learning Center - West Palm Beach, FL

July 2018 to November 2018

CompTIA A+, MCP in Windows 2K Professional in Computer Networking and Repair

CompTEC Computer Career Center - West Palm Beach, FL

July 2002 to October 2002

High School Diploma in Industrial Design

Design & Architecture Senior High School - Miami, FL

July 1991 to June 1994

Associates of Science Degree in Marketing Management in Marketing Management

Indian River State College

Skills

- APQP (Less than 1 year)
- Documentation (10+ years)
- Imaging (10+ years)
- Networking (10+ years)
- Wireless (7 years)
- Planogram
- VoIP
- Network Administration
- Network Firewalls
- Active Directory
- LAN
- Help Desk
- Operating Systems
- DNS
- Microsoft Windows
- VPN
- Linux
- Technical Support
- Network Support
- TCP/IP
- Microsoft Windows Server
- DHCP
- Disaster Recovery
- Mobile Devices
- Information Security
- Cabling
- Microsoft Exchange
- Communication skills

- Microsoft Office
- English

Certifications and Licenses

CompTIA A+

September 2002 to Present

CompTIA Network+

June 2008 to Present

CompTIA CDIA+

November 2008 to Present

Microsoft Certified Professional (MCP)

October 2002 to Present

Microsoft Certified Network Products Specialist in Windows 2K3 Server

June 2008 to January 2011

Cisco Certified Technician

April 2019 to Present

Apple iOS Certified Technician

May 2019 to Present

Assessments

Technical support: Customer situations — Proficient

June 2021

Responding to technical support situations with sensitivity

Full results: [Proficient](#)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

Motivated self-starter Wiring, cabling, minor electrical

Multilingual: English, Spanish, Portuguese Troubleshoot: software, hardware

Determined, strong work ethic MS Office, Internet searches, wireless

Flexible, adaptable, reasonable Quick learner, communication skills

- Technical skills - PC repair, networking, software installation, OS imaging, troubleshooting skills, wiring and wireless expertise.
- Provide dependable quick response to household requests for quickest path to remediation.
- Documentation of all processes to add/create knowledge base.

- Maintain great relationships with household members, assist them with their needs.



Town Council Appointment Checklist

NAME: Susan Surmont

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	01/11/2022	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

Susan Surmont

1024 Riverwood Lane
Jupiter, FL 33458
Ssurmont04@gmail.com
561-758-2903

5/8/2025

Town Council Selection Committee Town of Jupiter 210 Military Trail Jupiter, FL 33458

Subject: Application for Jupiter Town Council – District 1

Dear Selection Committee,

I am honored to submit my application for the vacant District 1 seat on the Jupiter Town Council. With four generations of my family currently residing in Jupiter and Palm Beach County, I hold a deep appreciation for our town's heritage, community values, and commitment to its residents. Having lived in this area for decades, I am dedicated to preserving Jupiter's charm while ensuring careful planning for future generations.

As a Registered Nurse and Hospice Executive, I have spent my career advocating for patients and families during critical life moments. My experience in healthcare has provided me with an understanding of compassionate leadership, ethical decision-making, and the importance of listening to and addressing the diverse needs of our community. I currently work as a Clinical educator which provides an opportunity to interact with a vast group of employees at all levels, throughout our organization. 40 years in healthcare has strengthened my skills in policy adherence, budgeting, resource allocation, and interdisciplinary collaboration—qualities that directly translate to serving on the Town Council.

Beyond my professional background, I am actively involved in community service, dedicating time and effort to causes that uplift and support Jupiter's residents. My volunteer work includes advocacy for Alzheimer's support, autism awareness, and environmental conservation. These initiatives reflect my commitment to improving the well-being of individuals and ensuring the protection of our town's natural beauty and resources.

If selected, I will work to uphold and refine policies that align with the best interests of all members of our community.

Most importantly, I believe in listening to the concerns and aspirations of our diverse population. I approach challenges with an open mind and a commitment to transparent communication, ensuring that all voices are heard and represented. Jupiter is more than just a place to live, it is a community that I cherish. My dedication to this town drives me to help preserve its culture while working toward thoughtful progress.

Attached, you will find my resume and proof of residency. I welcome the opportunity to further discuss my qualifications and interest for serving Jupiter. Thank you for your consideration, and I look forward to the possibility of contributing to Jupiter's future.

Sincerely, *Susan Surmont*

Susan Surmont BSN,RN,CHPN
1024 Riverwood Lane
Jupiter, Fl
561-758-2903
Ssurmont@gmail.com

Professional Summary

Bachelor of Science in Nursing and Certified in Hospice and Palliative care with over 25 years' experience in Hospice nursing. Expert in caring for patients at End of Life. Skilled in transforming a novice interdisciplinary clinical team into a cohesive, well-trained group of Hospice professionals. Clinical Educator with over 10 years experience presenting live classes and developing on-line training.

Licenses:

Registered Nurse in the State of Florida

Professional Experience:

Clinical Educator at Trustbridge, Affiliate of Empath Health May 2023-present

- Author and deliver live and virtual classes for hospice orientation programs as well as ongoing training regarding all aspects of care, compliance and quality.

Interim Executive Director Hospice of Okeechobee, Affiliate of Chapters Health Inc. .
October 2021 -May 2023

- Served a dual role of ED/Director of Nursing Standards for a Hospice start up - Chapters Health Hospice of Port St Lucie.
- Transitioned team through a Hospice acquisition – Chapters Health with Hospice of Okeechobee.
- Provided training and support for all Clinical positions related to Hospice.

Clinical Administrator for HPH Hospice, Affiliate of Chapters Health Inc. Jan 2020 – Oct 2021

- Guided the Affiliate through the Covid pandemic including but not limited to; ensuring compliance with state reporting guidelines, Covid testing of staff, fit testing, upholding all guidelines for compliance with PPE regulations, initiation of telehealth and documentation to meet standards.

- Support and education provided to clinical team through the transition of a new E.H.R including refinement of clinical processes to ensure efficiency and accuracy of documentation.
- Perform daily oversight of operations, with focus on census growth, and fiscal strategic planning.

Regional Director for HPH Hospice, Affiliate of Chapters Health Inc. July 2018 – Jan 2020

- Provide clinical, financial and administrative oversight of the day-to-day operations for community based Hospice program with ADC of over 600.
- Focus on improving Customer service to patients, and families.
- Improvement of Employee satisfaction and retention.

Manager HPH Hospice, Affiliate of Chapters Health Inc August 2016- July 2018

- Manager for HPH HH24 after hours team, Continuous Care team and Float Pool team.
- Increased the number of staff employed in the Float pool by over 60%, to include successful onboarding, training and supervision.
- Management role included hiring, orientation, training and evaluation of new and existing employees.
- Ongoing supervision and auditing of documentation.
- Prep and guidance of team regarding successful Joint Commission Survey.

Interim Director of Clinical Operations Hospice Hawaii May 2015-July 2016

- Provided clinical, financial and administrative oversight of the day to day operations for community based program and 5 bed hospice house
- Participated in the overall education plan for the program as well as employee orientation
- Developed, coached and served as a resource and liaison to the Admission and Clinical teams
- Provided oversight for the Compliance and Quality program to ensure that all patient and family services offered, complied with federal, state and local regulatory requirements
- Guided and orchestrated company through a successful Medicare survey

Clinical Educator August 2005- May 2015

Trustbridge Hospice West Palm Beach, FL

- Certified as a Hospice Educator – developed and taught Certification review classes to Nurses and Hospice Aides for Certification of Hospice and Palliative Care

- Certified by the State of Florida as a Dementia Educator – authored and taught classes in caring for patients with dementia
- Member of Infusion Nurses Society – developed and wrote materials for IV / Central Line training of RN's and LPN's
- Developed and mentored the Hospice Wound Care Team
-

Manager Hospice of Palm Beach County January 2000- January 2005

Patient Care RN Hospice of Palm Beach County April 1996- January 2000

Nurse and Manager - Hospicare Home Health Agency August 1991-January 1996

RN Staff nurse St Mary's Medical Center July 1986-1991

Detailed work experience and references available upon request.



OATH OF ELIGIBILITY

I, Susan Summont

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. A qualified voter in the Town and
2. Must have resided in the Town for the six (6) month period preceding the election."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE:

x *Susan Summont*

Home Address: 1024 Riverwood Lane

Jupiter FL 33458 5-13-2025
City State Zip Code Date Signed

561-758-2903
Phone

Sworn to and subscribed before me this 13 day of May, 2025
at Palm Beach County, Florida.



Daisy Sand Risk Manager
Signature and title of officer administering oath



Town Council Appointment Checklist

NAME: Mike Thomas

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	06/23/2016	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

April 26, 2025

Dear Selection Committee,

I am writing to express my sincere interest in serving on the Jupiter Town Council for District 1. As a proud resident of Jupiter and a seasoned real estate professional with over 33 years of experience in sales, management, and leadership, I am deeply committed to contributing to the continued prosperity and quality of life in our vibrant community.

Throughout my career, I have demonstrated expertise in organizational management, commercial and residential real estate, and strategic growth initiatives. I have successfully built and led high-performing teams, managed multimillion-dollar operations, and have been recognized multiple times for top-tier sales performance. This extensive experience has equipped me with the critical thinking, fiscal responsibility, and leadership skills necessary to effectively serve the residents of Jupiter.

Community involvement has been a cornerstone of my life and career. Through my work with various real estate firms, including Premier Brokers International, D.R. Horton, and Internet Realty Brokers, I have collaborated with local businesses, supported community development initiatives, and participated in numerous charitable events benefiting local causes. I am passionate about fostering strong community ties and advocating for programs that enhance residents' quality of life.

I possess a strong awareness of municipal operations, having regularly interacted with planning and zoning boards, code enforcement, and building departments throughout Palm Beach County. I understand the vital role the Town Council plays in shaping policies, managing budgets, and ensuring transparent, responsible governance. My experience navigating land use regulations and Town Codes has given me a detailed understanding of their importance in balancing growth with community character.

Above all, I am dedicated to representing every resident's voice with fairness, integrity, and an open mind. My success has been built on listening first, understanding diverse perspectives, and making informed decisions based on what is best for the community. I am committed to being approachable, transparent, and accessible to all constituents.

My affection for the Town of Jupiter runs deep. I chose Jupiter as my home not only for its natural beauty but also for its spirit of community, strong values, and unique character. I am passionate about preserving what makes Jupiter special while thoughtfully planning for its future. I believe my professional background, community commitment, and love for Jupiter uniquely position me to serve effectively on the Town Council.

Thank you for your consideration. I would be honored to bring my skills, passion, and dedication to the Jupiter Town Council, and I respectfully request the opportunity to serve District 1.

Sincerely,

Mike Thomas



Mike Thomas

Real Estate Broker with 33+ Years in Sales

+1 561-207-8900

Mike@Homes3.com

[linkedin.com/InternetRealtyBrokers](https://www.linkedin.com/InternetRealtyBrokers)

<https://www.Homes3.com>

Master of organizational management strategies

Designed business organizational strategies to increase revenue and run business operations more efficiently. Strong background in commercial, new home construction and residential sales.

Business building with over twenty-five years in progressive roles with large real estate companies.

PROFESSIONAL EXPERIENCE

Real Estate Broker-Associate

Premier Brokers International, Palm Beach 2013–Present

Joined as Team Leader in charge of building and promoting a team of 18 through marketing and social media lead generating.

- Identified key competitors and stayed ahead of local competition
- Received three "Top Sales Producer" awards. Ranked No. 1 out of 230 sales associates nationwide.

Sales Area Manager (Martin, Palm Beach, Broward)

D.R. Horton Inc., Coconut Creek, FL 2019–2020

Joined as Area Sales Manager in charge of promoting and driving traffic to 10 communities and managed 20 sales agents to success

- Worked with the marketing team, manager, Division Manager and Division President on advertising and promoting communities
- Worked with the agents on all marketing promotions
- Talked to customers wanting to cancel to save the sale
- Recruited, hired, motivated, and trained new sales agents
- Realtor outreach (realtor breakfasts, lunches, presentations, etc.)
- Prepared competitive analysis on competitors new home communities, features, neighborhoods, amenities, trends etc.

Real Estate Broker/CEO

Internet Realty Brokers, Palm Beach Gardens, FL, 2004–2013

Mentored, Coached and Led 23 agents to make over 6 figures.

- Increased profit through effective marketing techniques.
- Ran the entire operations, marketing, and sales departments.

Illustrated Properties, Palm Beach Gardens, FL, 1998–2004

RE/MAX Properties, Colorado Springs, CO, 1994–1998

SKILLS

Organizational Management and Planning

Commercial and New Home Sales

Profit Analysis

Negotiating Contracts

Sales Training and Coaching

Value-added Presentations

Multisite Operations

Problem Solving Market Trends and Analysis

Vendor Relations and Negotiation

Employee Training and Development

HIGHLIGHTS

Financial responsibility
to **\$350 million**

Achieved record sales in multiple
markets up to **40% sales growth**

Hired and trained more
than 100 employees

25-year proven sales growth
history

**Won 14 "Branch Manager
of Month" and "General
Manager of Year" awards**
for profit and revenue growth

EDUCATION

Bachelor of Science, Organizational Mgmt
University of Colorado

Real Estate Brokers License, Since 1994

**Microsoft Certified Systems Engineer with
Credentials in Internet Technologies**
Microsoft, Colorado Springs, CO



OATH OF ELIGIBILITY

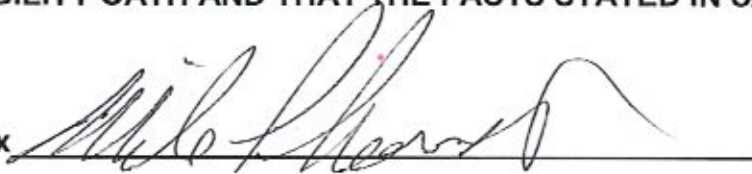
I, Mike Thomas

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. **A qualified voter in the Town and**
2. **Must have resided in the Town for the six (6) month period preceding the election."**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE:

x 

Home Address: 17582 Cinquez Park Rd West

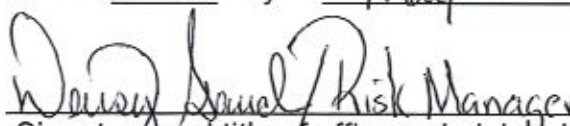
Jupiter FL 33458
City State Zip Code Date Signed

561-207-8900

Phone

Sworn to and subscribed before me this 7 day of May, 2025
at Palm Beach County, Florida.




Signature and title of officer administering oath



Town Council Appointment Checklist

NAME: Karen Vinson

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	07/28/1997	☐
After Verification is Complete		
Oath of Eligibility was not completed prior to the agenda item's publication.		
Oath of Eligibility	☐	☐

TO: Council members of the Town of Jupiter

SUBJECT: I would Like the opportunity to serve and appointed Town Council member District 1, I have proven I am passionate and care about the Town, I have proved My abilities on the Planning and Zoning Board.

Feel free to ask the town manager, Director of Planning and Zoning and the Town Attorney for their opinion.

I am not requesting this to be on anyone's side, I am requesting this to Participate in the continues Improvement in the Town Of Jupiter.

I have been a resident since 1995.

Thank you for the opportunity to apply and the mentorship I have already received.

FROM: Karen Vinson
1003 Sioux st
Jupiter, FL. 33458
Nursek2u@myyahoo.com
561-262-5427

Karen Vinson

1003 Sioux street
Jupiter, Florida, 33458
561-262-5427
nursek2u@yahoo.com

PROFESSIONAL EXPERIENCE

JUPITER MEDICAL CENTER, Jupiter, Florida United States

Planning and Zoning Commissioner, 2024-present

- Appointed as Commissioner on the Planning and Zoning committee for the Town of Jupiter

RN, 2013 – Present

- All listed abilities and experience as listed below for LPN with the following additional experiences.
- Assistant Clinical Manager in the Adult and Pediatric Emergency room
- Triage nurse / working Triage team
- Assigning rooms in the ER based on patient acuity and competency level of staff.
- Supervising Paramedics / ER techs.
- Caring for critical patients.
- Managing vented patients
- TPA / TNK administration
- Conscious sedation
- Prep patients for OR.
- Caring for "CODE" Patients
- Organ donation requirements
- Computer documentation
- Medication reconciliation
- Currently serve on Unit based council and Nursing Research Council at work
- Manage Emergency Rooms staff schedule > 85 staff members
- Complete yearly staff evaluations
- Lead Builder on Cerner program EHR (electronic health record) for the ER
- Lead Builder on EPIC charting program EHR for the ER
- Lead educator of staff to the new EHR system / arranging schedules for education / Prepared the education materials and format for teaching EHR system to all Team members in Adult and Pediatric ER's
- Lead Cerner and EPIC Support for physicians and staff during "go Live" for new EHR programs
- DAISY Award 2017
- Nomination for Daisy award 2017 2023 and 2025
- ENA National Convention Representative for the Hospital in Los Angeles, CA 09/2016
- 2023 Recipient of the Irish Fest Community Healthcare Recognition award for excellence in nursing

LPN, Feb 1995 – 2013

- Administer prescribed medications or start intravenous fluids and note times and amounts on patients' charts.
- Observe patients, charting and reporting changes in patients' conditions, such as adverse reactions to medication or treatment, and taking any necessary action.
- Provide basic patient care and treatments, such as taking temperatures or blood pressures, dressing wounds, treating bedsores, giving enemas or douches, rubbing with alcohol, massaging, or performing catheterizations.
- Answer patients' calls and determine how to assist them.
- Measure and record patients' vital signs, such as height, weight, temperature, blood pressure, pulse and respiration.
- Work as part of a health care team to assess patient needs, plan and modify care and implement interventions.

- Collect samples such as blood, urine and sputum from patients, and perform routine laboratory tests on samples.
- Prepare patients for examinations, tests or treatments and explain procedures.
- Assemble and use equipment such as catheters, tracheotomy tubes, and oxygen suppliers.
- Evaluate nursing intervention outcomes, conferring with other health care team members as necessary.
- Record food and fluid intake and output.
- Help patients with bathing, dressing, maintaining personal hygiene, moving in bed, or standing and walking.
- Apply compresses, ice bags, and hot water bottles.
- Inventory and requisition supplies and instruments.
- Clean rooms and make beds.
- Make appointments, keep records and perform other clerical duties in doctors' offices and clinics.
- Provide medical treatment and personal care to patients in private home settings, such as cooking, keeping rooms' orderly, seeing that patients are comfortable and in good spirits, and instructing family members in simple nursing tasks.
- Wash and dress bodies of deceased persons.
- Prepare food trays and examine them for conformance to prescribed diet.
- Set up equipment and prepare medical treatment rooms.
- Clean rooms and make beds.
- Supervise nurses' aides and assistants.
- Make appointments, keep records and perform other clerical duties in doctors' offices and clinics.
- Excellent IV skills, people skills, and Patient evaluation skills
- Currently working in the Emergency Room
- Worked as nursing supervisor in 120 bed long term and rehab under Jupiter Medical Center for 13 years before transferring to the Emergency Room 6 years ago to continue my education and have more job opportunities available.

EDUCATION

John C. Calhoun Community College, Decatur, Alabama United States

Completed course work towards LPN

- Passed vocational school for LPN took State Boards for LPN and Passed in 1986

Palm Beach State College, Lake Worth, Florida United States

Completed course work towards RN

- Passed NCLEX exam for R.N. September 2013

Western Governors University, Salt Lake City, UT United States

- BSN Degree in nursing (RN, BSN) 2019

ADDITIONAL SKILLS

- Very organized, task oriented, people person, excellent communication skills.
- Have worked full time and went to school to pursue advancement in my current profession. I am a very driven and goal-oriented person. Will be returning to School to obtain BSN.
- Stroke certification
- Proficient in administration of TPA
- ACLS
- PALS
- BLS
- ENPC

- Assistant Clinical Manager Adult ER and Peds ER
- Scheduling management for the whole department with > 85 staff members
- Active in the community and Town Council meetings.



Town Council Appointment Checklist

NAME: Patricia Walsh

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	05/12/2025	☐
After Verification is Complete		
Oath of Eligibility was not completed prior to the agenda item's publication.		
Oath of Eligibility	☐	☐

Patricia Walsh

717 S US Highway 1, 604

Jupiter, FL 33477

781-843-7388

Androsdiver@gmail.com

May 5, 2025

Town of Jupiter Council

210 Military Trail

Jupiter, FL 33458

Dear Members of the Jupiter Town Council,

I am writing to express my interest in serving on the Jupiter Town Council. As a long-time resident of our vibrant town, I am deeply committed to preserving Jupiter's natural beauty, supporting responsible growth, and ensuring that the needs and voices of all residents are heard and respected.

My background in Property Management has equipped me with the skills and perspective needed to serve our community with integrity and dedication. I believe strongly in transparent governance, fiscal responsibility, and initiatives that support both families and small businesses.

I have always admired the Council's commitment to maintaining Jupiter's unique character while preparing for the future, and I would be honored to contribute to that mission. I bring with me not only a passion for our town, but also a collaborative mindset and a strong work ethic.

Thank you for considering my application. I would welcome the opportunity to meet with you to discuss how my background, experience, and values align with the goals of the Jupiter Town Council. I look forward to the possibility of serving our community in this meaningful capacity.

Sincerely,

Patricia Walsh

Patricia A. Walsh

717 S US Highway 1, #604, • **Jupiter**, FL 33477

781.843.7388

ANDROSDIVER@GMAIL.COM

Property Manager

Highly successful manager of property management, leasing, and financial processes. Top performer who consistently meets and exceeds organizational goals and objectives.

- ▣ Expert in all aspects of commercial and retail real estate business operations.
- ▣ Develops and implements successful strategies, policies and procedures for profitability and customer satisfaction.
- ▣ Extensive real estate experience, with municipalities, partners, customers, contractors and subcontractors.

Major Accomplishments

- ❖ **Project Management:** Managed the build out of 5 spec suites, and refurbishment of 5 common corridors and restrooms. Managing the modernization of 6 elevators and installation of destination dispatch. Managed the build out of 5 tenant build outs totaling 31,935sf. Created new tenant welcome letters providing smooth transition to building. Transitioned building AR from CBRE to Versapay and provided accounting group with marketing materials to be used across all buildings. Moved over 25,000 sf of Tenants into and out of building. Planned and coordinated tenant move from occupied suite to vacant suite during renovation. Worked on team to complete structural repairs of garage. Managed upgrade of security system and installation of parking garage revenue system.
- ❖ **Team Development:** Mentored Assistant Property Manager enabling her promotion to Property Manager and trained her to manage a 500,000 sf property. Mentor to the Chief Engineer, Sr. Engineer and engineering team that resulted in top performing team that exceeded strategic and operational goals. Worked with Boston Police Department, building staff and our security contractors to provide safe and secure environment for employees of the building during the Occupy Boston Movement, the Mass United and the Janitorial union strikes. Worked with the engineering team and the security team to install radio system within two buildings in under one month.
- ❖ **Industry Relationships and Leadership:** Developing strong relationships with the local professional organization **Building Owners and Managers Association** (BOMA) as well as redesigned the BOMA Emergency Preparedness website to include relevant links to emergency preparedness information and volunteering on the annual BOMA Cup golf outing, offering spaces for BOMA events including Young Professionals social event and BOMA lunch series including one on Amenity Centers attended by over people. Board of Director with the **DowntownBID Association** and member of the Public Realm Committee to assist in improving downtown curb appeal and other improvements.

Professional Experience

Property Manager

- ▣ Responsible for day to day management of Class A high rise office buildings containing from 200,000 square feet to 1.1million square feet. Maintaining the physical asset and provide efficient, cost effective operation of

- the property. Delivering efficient and effective customer service and ensuring the stable operation of the property while maximizing its value.
- Create and manage annual operational and capital budgets of \$5 million to \$40 million dollars. Participate in mandatory budget review meetings with a focus on regional and building variances prior to national review.
 - Plan, create and present capital budget focusing on structural, hvac, and energy efficiency projects. Past years successes include BMS upgrade, roof replacement, fire pump replacement, installing VFD's on all pumps and cooling towers, joy fan upgrades and chiller overhauls.
 - Process all monthly billing for tenant accounts and ensure payments applied.
 - Create and enhance the day-to-day relationships with customer contacts and develop an understanding of customer needs by meeting formally or informally on a regular basis.
 - Implemented and manage the Assemblyon2 Amenity Center with an annual budget of \$700,000 and 2 on-site vendors. Created programming for positive guest experience including gym equipment training, video game tournaments, weekly trivia, beer/wine tastings, and nutrition seminars.
 - Lead a staff of building engineers to ensure timely and thorough responses to customer needs/requests. Meet with engineers daily to discuss any unresolved issues that could affect customer comfort. Award staff with Building the Best awards on a regular basis and announce awards during monthly Team Fun Meetings.
 - Inspect the properties regularly to ensure efficiency and effectiveness of building personnel, equipment and operations. Weekly operations meeting with all functions to review inspections, determine ownership, and review resolutions.
 - Proactively establish quality customer service events with complimentary Yoga classes, weekly manicurist visit, photographer for business/social media photographs, quarterly blood drives and quarterly dental cleaning visit.
 - Assist in implementing the annual marketing plan for the building, space showings, and inquiries from prospective tenants for information on the property. Ensure that vacant space preparation including design, scope and construction, for marketing purposes is completed in a timely manner.
 - Manage LEED process with outside vendor to ensure LEED status is maintained and improved when possible.
 - Manage Energy Star program update and review compliance and work with Chief Engineer to continue improvement year over year.
 - Work with tenants and engineering on achieving goals in the annual RH Property Playoffs.
 - Design and implement property security and emergency plans, including building security/access procedures, after hours emergency response/"on-call" programs. Responsible for facilitating quarterly emergency response training for all staff members. Manage the annual emergency evacuation training and drill.
 - Manage day-to-day relationships with property vendors and monitor vendor performance by regular inspections to ensure vendor compliance with contracts. Meet with each vendor at least monthly to walk areas of concern, and resolve issues.
 - Provide contract management and oversight for major third party contracted services, e.g., janitorial, elevator and security. Review of elevator contract prior to large vacancy resulted in savings in elevator contract.
 - Create contract specifications, solicitation and evaluation of service proposals, and issuance of new service contracts. Member of regional cleaning committee whose purpose was to create new scope and RFP for regional cleaning contract and member

of national restroom products committee charged with lowering costs without lowering quality.

- Direct tenant construction projects including design scope, bidding and awarding project, and leading weekly project meetings, while maintaining all relevant documentation, permits and financial records for each project.
- Manage customer events including annual baseball home opener lobby events, Earth Day events, Ice Cream Spree, Big Sister Car Raffle, Plant Truck, Meet the Manager lobby events, Canned Food Drive, Toy Drive, collections for Boston Strong, Tornadoes in Western Massachusetts, Lawrence Gas Explosion and Peloton Fitness Events, and all promotional events for Black History Month, Women's History Month, Hispanic Heritage Month, and AAPI Month.

Rockhill Management, Boston, MA 2019-Present

Property Manager, 2019 to Present

Equity Office Properties, Boston, MA 1994-2019

Property Manager, 2000 to Present

Memberships

Building Owners and Managers Association (BOMA) – Member



Town Council Appointment Checklist

NAME: Andrew Weston

	YES	NO
Application Packet		
Cover Letter of Interest	☒	☐
Resume	☒	☐
Contact Information	☒	☐
Address	☒	☐
District - 1	☒	☐
Proof of Residency		
ID	☒	☐
Voter Registration card OR Verified Voter's status	☒	☐
Verify incorporated Jupiter Address on PAPA	☒	☐
Verify Address with Utilities (Owner/Tenant)	☒	☐
Start date of water service, if applicable	07/09/2011	☐
After Verification is Complete		
Oath of Eligibility	☒	☐

Andy Weston
949 Dolphin Court
Aweston786@gmail.com
Jupiter, Florida 33458

May 8, 2025

Town Council
Town of Jupiter
Mayor Jim Kuretski
Vice Mayor Ron Delaney
Councilor Malise Sundstrom
Councilor Phyllis Choy

Re: Application for the Jupiter Town Council Open District 1 Seat

2. Professional Experience (Detail attached "Resume"):

Graduate of the **University of South Florida**

BA – Double Major "Management Labor Relations" and "Accounting"

MBA with necessary accounting courses to sit for CPA exam

Certified Public Accountant 1975-2017

Real Estate Salesman (1989) and then **Broker** (currently inactive)

Southeast Banks (Florida's largest Bank Holding Company at that time) in the Corporate headquarters as a Systems and Financial analyst in its Systems Planning Department. After four years, transitioned to the Bank's independent Big 8 accounting firm

Deloitte Haskins & Sells serving on the audit and consulting staffs where one of my clients was **Wometco Enterprises** a public Fortune 500 diversified company. After another 4 years transitioned to Wometco as Assistant Controller. 5 years later formed

Ahlrich & Weston CPA's. Three years later returned to one of

Wometco's spinoffs where I stayed as VP Finance until once again downsizing the Company 5 years later. Then joined

Cobb Partners where for 16 years I served as and partner and CFO and have continued for the last 15 years as a consultant and advisor (total 30+ years).

3. Community Involvement (Detail attached Resume Page 4)

4. Awareness of how the Town government works.

5. Experience and knowledge of the Town Code.

These two items, Awareness and Experience, go hand in hand. My son preceded me to Jupiter and established Weston Premier Realty and an office. We both obtained our brokers licenses at that time after having a Sales license for many years prior. My son served as broker and when I eventually re-located to Jupiter in 2011, I placed my license with Weston Premier Realty as a Broker Associate and joined JTHS where I had my license active for several years. At the time of purchasing my home on Dolphin, I had initially thought I could do modest improvements but concluded I had to redesign the house completely. We ultimately demolished the interior and removed the front porch area, adding a rear porch, changing the exterior windows and doors and most of their openings. New electric plumbing etal was required. Became well aware of the code and what's happening with the Town Council. Met all my neighbors and got the background on the Dolphin Roadway. Found my neighbors had made an effort to get the road brought up to code in early 2000 when the sewers were put in and were not successful in

accomplishing that. Many neighbors asked me to see if I could get Dolphin Roadway brought to code. Hence, I am a familiar face to all of the Town Council and I understand the former Chief of Police recently described me to one of my neighbors as "Persistent. I resemble that remark. I also participated in the review of the Town's Marine regulations that occurred sometime ago. Last year I concluded a two-year effort to redo my seawall and then ran for Town Council November 2024 to the March 2025 election.

6. **Willingness** to listen to and represent all residents.

7. **Exhibiting Affection** for the Town of Jupiter.

These two items, Willingness and Exhibiting Affection, also go hand in hand. I was most concerned for the future of the Town and having the conflicts regarding the issues before the Town Council resolved. I ran for office for this reason and I think I accomplished all my goals which I would not have been able to accomplish sitting on the sidelines. I paid for 100% of my campaign from my personal funds and I campaigned for not only myself but for the right result to happen for the Town.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Andy Weston", written over a horizontal dotted line.

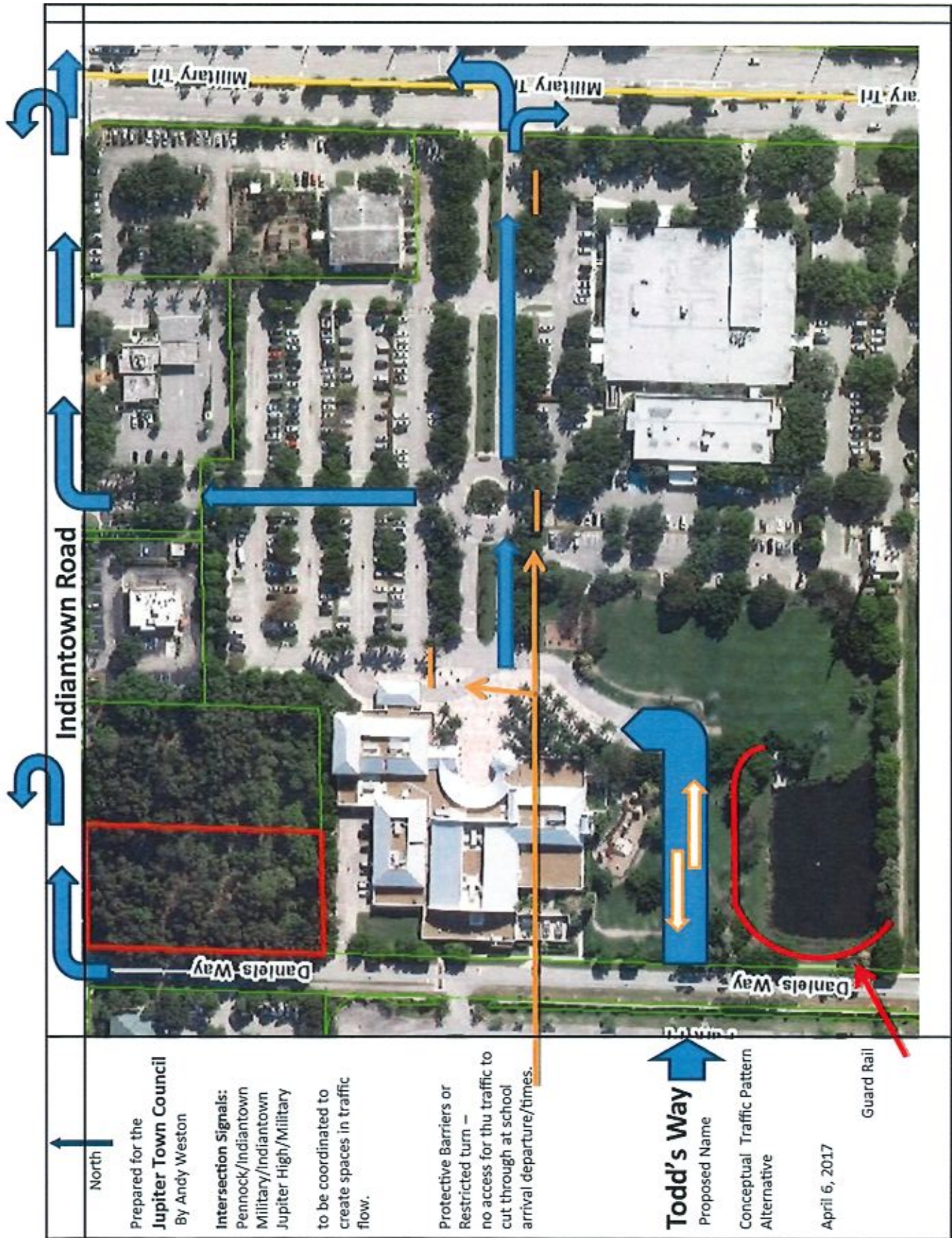
Attachments:

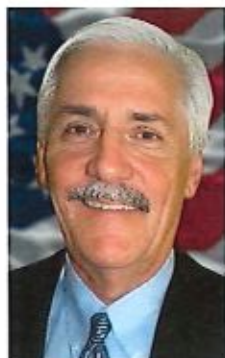
Todd's Way (Below)

Accompanying Submittal

Resume – Andy Weston Application for Open Town Council Seat 2025-2026

Andy Weston Drivers License





Andy Weston

PAGE 1

Father was career USAF Officer such that we lived in many places one or two years at a time: Fort Walton Beach Florida; Fort Wayne, Indiana; Anchorage, Alaska; Braintree, England; Sheringham, England; Fort Thomas, Kentucky. During that time as a military officer our home of record was Coral Gables Florida. Upon my father retiring from USAF, we moved into our first family-owned home. Attended Ponce de Leon Junior High school (which was the high school when my father was in school) and then on to Coral Gables Senior High School (CGHS) where played football.



Attended University of South Florida (USF) for one semester then entered the United States Air Force (USAF) Jan 1967 with 4-year enlistment, trained as an Aircraft Mechanic and crew chief of the F-4 Phantom twin engine fighter bomber the USAF top line fighter.



Served 365 days in country Republic of Vietnam (RVN) with 366 FMS Gunfighters



then to the 480th TFS at Phu Cat Air Base RVN

Following Honorable Discharge (Sergeant) from USAF & early release December 1970 to attend USF, received BA 1973 with double major (1) Management- Industrial Relations and (2) Accounting. Entered USF graduate school. Met my future wife and married August 1974 and completed MBA 1975. 4 years in Tampa.

Sun., June 23, 1974, Vero Beach, Fla. PRESS-JOURNAL 21

On The SOCIAL Scene

Hatch - Weston

Mr. and Mrs. Chauncey R. Hatch, of 510 Bay Drive, announce the engagement of their daughter, Bonnie Mae, to Andrew Richard Weston, of Tampa, son of Mrs. Patricia Weston and Leroy Weston Jr., of Coral Gables.

The bride-elect is a graduate of Graham Eckes Schools, Palm Beach, a graduate of Indian River Community College and is a senior at the University of South Florida in Tampa.

Mr. Weston is a graduate of Coral Gables High School, received a bachelor of arts degree from the University of South Florida in management and accounting and is a master of business administration candidate at the same university.

He is a member of Alpha Tau Omega Fraternity, and was listed in "Who's Who in American Colleges and Universities." Mr. Weston is a member at large of the Student Organizations Advisory Board, a member of Beta Alpha Psi, honorary accounting fraternity and the Honors Convocation of 1973-74.

He is a recipient of the Southeast Banking Corporation Fellowship and is currently undergraduate advisor for the College of Business at the University of South Florida.

He is a Vietnam veteran, having served four years in the U.S. Air Force, being discharged as a sergeant.



1952-2025

Married 1974

Miss Bonnie Mae Hatch

Andy Weston

1974-1977 Southeast Banks holding Company in Miami where following completing my class work for my MBA, I accepted a position in the Planning Department responsible for the banks Long Range Plan for its operations and computers. This group installed the first Automated Clearing House for the State of Florida and the second ATM in Florida. We were on the cutting edge of the evolving changes in applying computers to the state of banking operations. During this period of time with Southeast Banks, my thesis was completed and a MBA from USF awarded March 21, 1975; additional graduate level coursework was completed at FIU and the CPA exam was passed qualifying me October 17, 1975 as a Certified Public Accountant (CPA).

1977-1981 Deloitte Haskins & Sells, a big 8 accounting firm, where I became the in-charge Senior Accountant on the audit of Wometco Enterprises, Inc., a diversified NYSE Fortune 500 company with \$500 Million in revenues (owner of Channel 4 TV station in Miami and the largest independent Coke Bottler among other businesses which included the Miami Seaquarium and Wometco Theaters in South Florida).

1981- 1986 Wometco was anticipating future changes; appointed Assistant Controller of Wometco's centralized accounting department with over 40 professional staff located at their headquarters in downtown Miami. On the 1983 death of Mitchell Wolfson, the founder of the company, Kohlberg Kravis & Roberts a NY Investment firm led a management Leveraged Buy Out (LBO) to acquire the assets of Wometco. Following the closing (1984-1985) on this transaction, Wometco's assets were sold and the central accounting was downsized. Although a participant in the LBO management team, sold my participation and formed a CPA firm.

1986-1989 Ahlrich & Weston PA CPAs a mid-market firm providing CFO services and litigation support. Among other assignments served as Special Master to Federal Court in Miami.

1989-1993 Wometco Enterprises – Vice President Finance returning to a spin-off containing the Food Services, Theaters and Miami Seaquarium (\$150 Million Revenues). Upon the sale of the Theaters and subsequently selling the Food Services in 1993, downsized the staff.

1994-2010 Cobb Partners – joined as Chief Financial Officer after Cobb Partners acquired the Pan Am® Trademarks from the bankruptcy court. 1996 - Subsequently applied the Pan Am name to Pan Am Air Bridge a seaplane operation under Chalks International Airlines, flying from Watson Island in the Port of Miami to the Bahamas. Pan Am merged with a SPAC and began flying jets and Cobb Partners management was replaced by Pan Am management ending my involvement with the successful creation of this new company. Shortly after merging with Carnival Airlines, 1998 Pam Am again discontinued operations.



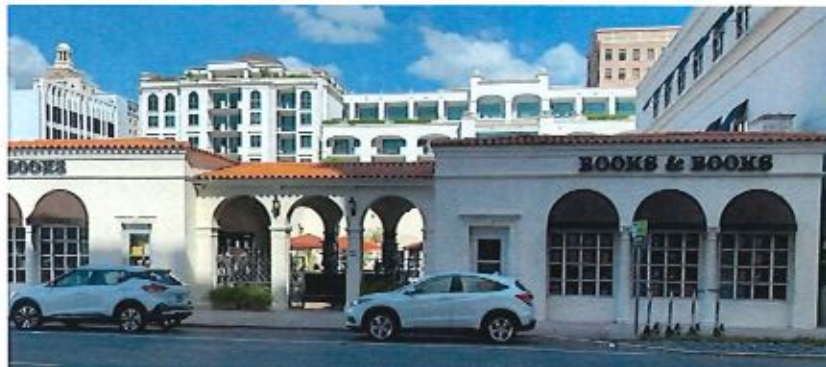
FLA
Flying Boat, Inc. aka Chalks International Airlines - Inaugural Flight
"Pan Am Air Bridge" Ferry, March 1, 1996, Watson Island Terminal, Port of Miami, Florida



Chuck Cobb/Bill Jones/
Marty Shagruc/
Andy Weston

Andy Weston

During this period of time Cobb Partners formed different partnerships to acquire, operate and generate revenues with varied investors including Kirkwood Ski resort and surrounding real estate and Durango Mountain resort (f/k/a Purgatory) and surrounding real estate.



Renovated historic site in downtown Coral Gables 265 Aragon Avenue (current location of Books & Books) and developed adjacent 255 Aragon Avenue three story 30,000 square foot building (office and retail). Retired from Cobb Partners 2010 but when needed remained part time active consultant with the partnership.

2010 to Present **Business and Financial Consulting** – Engaged from time to time by various entities. Assisted financial institutions with troubled loans/investments. 2010-2011 Provided investigation of company's conditions and practices. 2010 to present On going consulting with Kirkwood and Durango owned real estate.

RESIDENCE IN JUPITER SINCE 2011 (13 Years)

FAMILY;

On August 24, 2024 Celebrated 50th Wedding Anniversary.



1993



2022

My grandfather served as Assistant Chief of Police and then from 1929 to 1931 as the Chief of Police for the City of Coral Gables. He resigned to make an unsuccessful run for Sheriff of Dade County in 1931 and then again in 1936. He returned to working for the Florida East Coast Railway (FEC) until his retirement from FEC.

My grandfather was born in Jacksonville Florida as was my grandfather's mother. My grandfather's father was George Weston from Rouses Point NY. George's youngest of 10 siblings was Andrew Weston who lived on Long Island and also had a home in Palm Beach. Following suffering a heart attack at his home in Palm Beach, Andrew Weston died in the West Palm Beach Hospital in the late 40's.

COMMUNITY ACTIVITIES:

- Active participation in the Jupiter Community since 2012 to date primarily at the request of my neighbors to get the Dolphin Roadway brought up to code. Appeared before Town Council numerous occasions including the 2017 discussion on acquiring the Daniels Way Property where it was proposed the acquire that property (approaching \$3 million) and then put a traffic circle on the that property for additional \$\$ millions. Presented alternate routing plan (see attached "Todd's Way") which plan was what actually was implemented. Candidate for Town Council District 1 March 2025 election.
- Rio Vista Property Owners Association, Jupiter FL, Director and Officer (2012-2022) Rejoined as Director 2025
- Falls area incorporation Steering Committee Member, Co-Chair Finance Committee (2003-2005); (2004) appointed by County Commissioner Sorenson to "Financial Responsibility Advisory Committee" which negotiated a Conceptual Agreement with Miami-Dade County allowing for a municipality; Conceptual Agreement presented to Miami-Dade County Commission for approval; vote was 6-6 (tie).
- Junior Orange Bowl Committee (Life Member/Past Director); Founding Chair of JOB Basketball Classic
- Youth Basketball Coach and Team Sponsor (1986-1997) time to time Suniland, Kendall Boys Club, Tamiami Youth League
- Mast High School, Key Biscayne, Assistant Basketball Coach (1994)
- Miami-Dade Schools, Basketball referee (1983-1985)
- Miami Shores/Barry University Connected Learning Community Charter School Director & Officer (1997-2013)
- FICPA State Tax Committee (1984-1986)
- Coral Reef Yacht Club Director, Officer, Committee Member or Chair (2001-2010) Youth Sailing and Star Sailing

KYLIE THE BOAT DOG 2006-2022 RIP



Kylie was our daughter's dog which she acquired while an underclassman at UF. As so many dogs acquired by our collective children, the dogs become the dogs of the parents. When we moved to Jupiter she had not been on the boat and we were not sure if she could swim. She took to boating like a duck to water. Loved the sand bar at low tide!



OATH OF ELIGIBILITY

I, Andrew R. Weston

am a candidate for the office of Jupiter Town Council. I am an eligible candidate in accordance with the Town of Jupiter Town Charter, Article II, Section 2 which states as follows: "Every candidate for Council or Mayor shall be:

1. **A qualified voter in the Town and**
2. **Must have resided in the Town for the six (6) month period preceding the election."**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ELIGIBILITY OATH AND THAT THE FACTS STATED IN SAME ARE CORRECT.

SIGN HERE: x Andrew R. Weston

Home Address: 949 Dolphin Court

Jupiter FL 33458 May 9, 2025
City State Zip Code Date Signed

786-302-4256

Phone

Sworn to and subscribed before me this 9 day of May, 2025
at Palm Beach County, Florida.



Daisy Sanchez, Risk Manager
Signature and title of officer administering oath