



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, NOVEMBER 18, 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 Dan Guisinger
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.

Order of Business for Quasi-Judicial Hearings:

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

PRESENTATION

1. JFRD 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

2. November 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 HEARING

3. **Ordinance 17-25, First Reading**, Approving a zoning text amendment to create a new Recreation Zoning District. (Second Reading 12/16/2025)

PUBLIC BUSINESS

4. Approving the purchase of a Dell vSAN Ready Node R660 server from World Wide Technology in the amount of \$79,573.01
5. **Resolution 113-25**, Approving the award of EPW 2025-25, Janitorial Maintenance Services for Town Hall and the Police Department Facilities to Ceiling To Floor Cleaning, Inc. in an amount not to exceed \$67,938.00.
6. **Resolution 122-25**, Accepting a Grant Agreement with the Florida Department of Environmental Protection for Daniels Way Water Quality Improvements for an amount of \$231,426 and amending the project budget.
7. **Resolution 129-25**, Approving the Dedication of a Perpetual Easement to Florida Power and Light Company at Piatt Fire Station.

REGULAR AGENDA

PUBLIC HEARING

8. **Resolution 110-25**, *Quasi-Judicial* - Margaret W. Niedland Breast Center – Site Plan amendment to construct a one-story addition to a medical office building, on a 15.8± acre property, located at 2111 Military Trail within Jupiter Medical Park.

PUBLIC BUSINESS

9. **Resolution 119-25**, Approving Contracts to LP Asphalt, LLC (EPW 2025-33A) and Timothy Rose Contracting, Inc. (EPW 2025-33B) for Street Resurfacing Continuing Services in a combined amount not to exceed \$10,000,000.00.
10. **Resolution 133-25**, Opposing the Palm Beach County Local Bill Relating to the Fire Rescue Municipal Services Taxing Unit and Encouraging the Palm Beach County Legislative Delegation to reject said Bill.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings:

Tuesday, December 2, 2025, 7:00 p.m. — Town Council Chambers.

Tuesday, December 16, 2025, 7:00 p.m. — Town Council Chambers.

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.

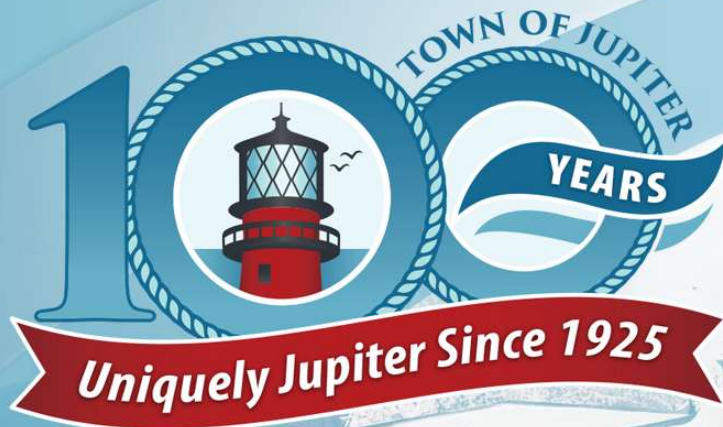
Notices:

*Town Council and CRA Meetings are now webcast in real-time and viewable on your computer or mobile device - www.jupiter.fl.us/Live. Backup materials for the Town Council Meetings are available online one (1) week before the regular meetings.

*# means no backup materials are attached — revisions may occur

*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, F.S.

**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

November 18, 2025



Jupiter Fire Rescue Update

- Tonight's update will include:
 - Recruiting and Hiring
 - Fire Station Construction Progress Update

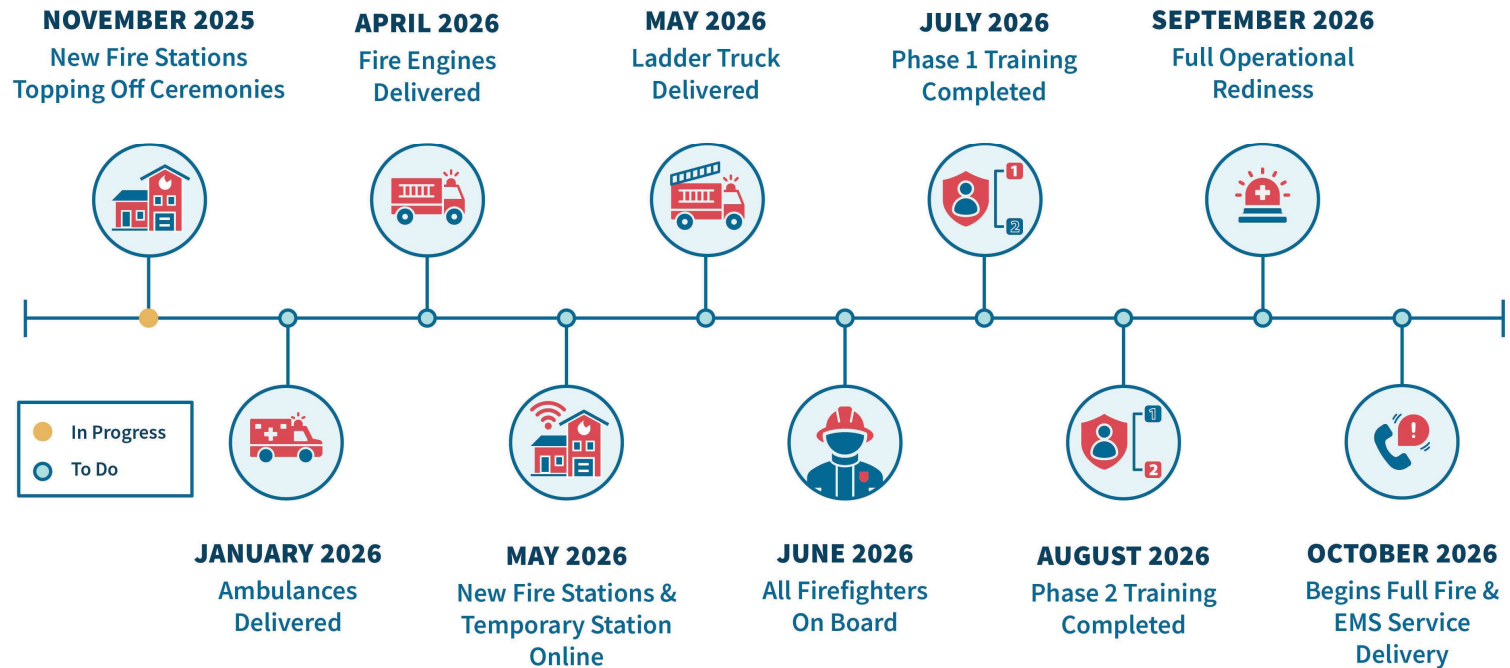


11/18/2025

Fire Rescue Update

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JFRD Final Year Timeline



Recruiting and Hiring Update

- Over the next six months, we are hiring 98 new personnel.
- We are managing our hiring in two main phases:
 - Filling key leadership and administrative roles.
 - Conducting a large-scale recruitment for operational staff.



11/18/2025

Fire Rescue Update

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Recruiting and Hiring Update

- Key leadership and administrative roles:
 - **Executive Assistant**
 - Anticipated Start: December 1, 2025
 - **Battalion Chiefs (3)**
 - Anticipated Start: January 11, 2026
 - **Training Captain & EMS Captain**
 - Anticipated Start: January 26, 2026



11/18/2025

Fire Rescue Update

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Recruiting and Hiring Update

- **Administrative Specialist**
 - Anticipated Start: January 26, 2026
- **Company Officers & Engineers**
 - 12 Fire Rescue Captains
 - 12 Fire Rescue Lieutenants
 - 12 Driver Engineers
 - Anticipated Start: May 11, 2026
- **Firefighters (54 positions)**
 - Anticipated Start: June 1, 2026



11/18/2025

Fire Rescue Update

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Piatt Fire Station Construction Update



11/18/2025

Fire Rescue Update

7

Piatt Fire Station Construction Update



11/18/2025

Fire Rescue Update

8

Cinquez Fire Station Construction Update



11/18/2025

Fire Rescue Update

9

Cinquez Fire Station Construction Update



11/18/2025

Fire Rescue Update

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The Jupiter Fire Rescue Department remains **ON** **SCHEDULE AND ON BUDGET.**



11/18/2025

Fire Rescue Update

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**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
THURSDAY, NOVEMBER 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 Dan Guisinger; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Merriane Lahmeur.

PRESENTATION

1. Jupiter Police Department Update.

Deputy Chief Lunsford provided an update on the Jupiter Police Department, which included information on the decrease in crime trends, traffic crashes, and injuries since 2023. He also discussed the various traffic safety grant programs and initiatives in which the Department participated. Deputy Chief Lunsford continued his presentation and explained the holiday crime prevention plan, upcoming holiday events, and the current staffing report.

Councilor Choy asked if helmets were still being provided to bike riders, and Deputy Chief Lunsford confirmed that they were.

Vice-Mayor Delaney inquired about the Department's full employment number, and Deputy Chief Lunsford stated that the full employment number was 122.

Councilor Sundstrom congratulated Deputy Chief Lunsford and the Department on the decrease in crime and inquired about the e-bike safety update. Deputy Chief Lunsford stated that an update was scheduled for January and that the Department was exploring solutions with education and training. Councilor Sundstrom expressed interest in sharing the results with residents during the upcoming presentation. She noted that the Department had issued 30 citations and 90 warnings since the last update and requested that additional information on state legislation related to e-bikes be included in the January presentation.

Councilor Guisinger expressed appreciation for the Department's hard work and asked if the staffing number included the newly sworn-in officer. Deputy Chief Lunsford confirmed that it did.

Mayor Kuretski stated his appreciation for the presentation and noted that in the first quarter there is usually an update as part of the strategic plan from both the Engineering Department and the Police Department. He expressed that he would like to see traffic numbers during that update from the opening of the A1A bridge

and the impact to Indiantown Road. He also expressed appreciation for the Department's continued efforts regarding e-bike safety.

Additionally, Mayor Kuretski inquired about the policy regarding the DROP program and succession planning. Mr. Frank Kitzerow, Town Manager, confirmed that a policy existed to plan in advance for the replacement of DROP participants.

2. Jupiter Narrows Conservation Alliance (JNCA) Presentation.

Ms. Sue Panella, President of Jupiter Narrows Conservation Alliance (JNCA), who provided a presentation, which included saving the mangrove islands and seagrasses, a call to action, years of deterioration, consulting with experts, current state, proposed plan, raising awareness, funding plan costs, outreach, community support, partnership with Andrew "Red" Harris Foundation, and a request for proclamation or resolution supporting the restoration and naming of the islands.

Mayor Kuretski expressed appreciation for Ms. Panella's passion and leadership. He noted that Council had maintained a strategic initiative to protect and enhance seagrasses for several years. Mayor Kuretski stated that Council would consider a resolution or proclamation in support in the future.

Councilor Sundstrom expressed excitement about the presentation. She highlighted the Town's charitable donation fund program and noted that in April an award had been made to one of the community partners. She emphasized that the Town strongly supports the initiative and is very appreciative.

Councilor Guisinger thanked Ms. Panella for her presentation and asked about the dollar amount for grants that had been applied for. Ms. Panella confirmed the amount was \$40,000.

Vice-Mayor Delaney thanked Ms. Panella for the presentation and inquired about the primary cause of the damage. Ms. Panella explained that it was due to an increase in the volume and size of boats.

Vice-Mayor Delaney further asked if the project was being modeled similar to Bird Island and asked where the project was in the permitting process. Ms. Panella stated they were weeks away from receiving permits and hoped construction would begin early next year.

Vice-Mayor Delaney also asked about land ownership and whether it involved State submerged land. Ms. Panella confirmed the property is State-owned and that the area being restored is submerged land.

Councilor Choy thanked Ms. Panella and expressed appreciation for her dedication and passion.

Councilor Guisinger reiterated his support for the Town issuing a resolution in favor of the project.

Councilor Guisinger made a motion for the Council to introduce a resolution in support of the project. Vice-Mayor Delaney seconded the motion, and the motion carried 5-0 with instruction for Town staff to draft a resolution.

CITIZEN COMMENTS

Mr. Eric Weitze, resident of Ocean Grande Boulevard, expressed that he was impressed with the new Jupiter Fire Rescue facility. He requested that staff share updates to residents on activities and operations happening behind the scenes. Mr. Weitze also raised concerns regarding Beach Road, specifically the sidewalks, beach access walkways, and the height of the seagrapes.

Mr. Brett Leone, resident of Barbados Drive, addressed his concerns regarding lighting at intersections, particularly in the Abacoa area. He also expressed his support for the Town issuing a resolution of support to the Andrew “Red” Harris Foundation.

MINUTES

3. October 21, 2025, Town Council Meeting Minutes.

Councilor Choy moved to approve the October 21, 2025, Town Council Meeting Minutes; seconded by Councilor Choy; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

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

- Councilor Sundstrom pulled Item 4.
- The Town Clerk requested Item 5 be pulled because it was a companion item to Item 4.

Councilor Sundstrom moved to approve the Consent Agenda; seconded by Councilor Guisinger; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

PUBLIC HEARING

4. Ordinance 12-25, Second Reading, Amending Chapter 14, Parks and Recreation, of the Town’s Code to include additional regulations within Town Parks. MOVED TO REGULAR AGENDA

PUBLIC BUSINESS

5. **Resolution 118-25**, Amending the Schedule of Fines and Costs, and Updating Code Section Numbers on the Municipal Code Citation. **MOVED TO REGULAR AGENDA**
6. Approving the purchase of 16 (sixteen) police vehicles in the total amount of \$1,043,941.00.
7. **Resolution 111-25**, Approving the Health Insurance Fund Premium Holiday.
8. **Resolution 115-25**, Approving the FY2025 Year-End Budget Amendment.
9. **Resolution 116-25**, Authorizing the Mayor to enter into an Interlocal Agreement for Fire-Rescue Emergency Vehicles Maintenance Support with the City of Palm Beach Gardens.
10. **Resolution 117-25**, Approving the Dedication of a Perpetual Easement to Florida Power and Light at Cinquez Fire Station for electric service.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA
PUBLIC HEARING & PUBLIC BUSINESS

4. **Ordinance 12-25, Second Reading**, Amending Chapter 14, Parks and Recreation, of the Town's Code to include additional regulations within Town Parks.

Councilor Sundstrom requested clarification of Section 14.80(a) regarding the allowance of alcoholic beverages in designated areas of the parks. She also recommended that the Ordinance be amended to include provisions for special permitted uses.

Title read by Mr. Baird.

Councilor Sundstrom moved to approve Ordinance 12-25, Second Reading, as amended; seconded by Vice-Mayor Delaney; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

PUBLIC BUSINESS

5. **Resolution 118-25**, Amending the Schedule of Fines and Costs, and Updating Code Section Numbers on the Municipal Code Citation.

Councilor Sundstrom moved to approve Resolution 118-25; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

REPORTS

TOWN ATTORNEY:

- Senate Bill 180 – Mr. Baird announced that the law firm representing the Town has amended its complaint to add additional cities, and that he was currently reviewing a motion for temporary injunction that had not yet been filed. Mr. Baird anticipated that the hearing for the motion may happen at the same time that the legislature is meeting, and there could be a possible synergy between legislation that has been filed to amend Senate Bill 180 and the litigation.

TOWN MANAGER

- Officer Memorial – Mr. Kitzerow expressed his gratitude to Deputy Chief Lunsford and Roger Held for completion of the first phase of the Law Enforcement Memorial. Mr. Kitzerow also noted that the Town was working diligently on the Memorial for former Mayor Hinton.
- Pennock Lane - Mr. Kitzerow announced that this last Monday construction started to replace the sidewalks and improve the swales along the eastern side, between North View Drive and Indiantown Road. Driveways along the road will also be replaced so that the driveways line up with the new sidewalk. Mr. Kitzerow stated that the Town has been in contact with each of the homeowners impacted, and has utilized social media and various methods to alert motorists of the construction work. He stated the project will run through April of next year.
- School zone traffic signs – At the October 7, 2025, Council meeting, the Council directed Staff to install new school zone traffic signs near Jerry Thomas Elementary School. Mr. Kitzerow reported that new signs have been placed on the northbound and southbound sides of Maplewood Drive, and he thanked the Town Engineer.
- Upcoming Events - Mr. Kitzerow provided a reminder about the following upcoming Town events:
 - Tuesday, November 11, at 9:00 a.m. - the Town will hold its annual Veterans Ceremony at the Veteran's Memorial on the Municipal Campus.
 - Thursday, November 13, from 9:00 a.m. to 10:00 a.m. – Jupiter Police Department will host its monthly Coffee with a Cop event at Crux Coffee, located at 1155 Main Street in the downtown Abacoa area.
 - Friday, November 14, at 12:00 p.m. – the Town and the Construction Contractor will celebrate the Topping Off of the Piatt Place Fire Station.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR CHOY:

- Presentations –
 - Councilor Choy expressed her appreciation for the JPD update and all of the hard work, and she was happy to see negative trends going down.
 - Councilor Choy stated her appreciation for the presentation by Ms. Panella on saving the Mangrove Islands and Seagrasses. She noted that this project provided an example of what grassroots organizations can accomplish.

VICE-MAYOR DELANEY:

- Procurement - Vice-Mayor Delaney stated he appreciated the Mayor bringing up the Experience Modification Rate (EMR) for contractors at the previous meeting, which has now been implemented townwide. He also expressed his concerns with sealed bids and bids on large Town projects, and the practice of accepting the lowest bidder without looking at other criteria. He noted the Town had encountered several issues in the past with this practice and provided examples. He expressed how important it was to have quality work, even if it means paying slightly more.
- Jupiter Inlet - Vice-Mayor Delaney expressed concerns about the current state of the Inlet, and thought it should be something the Council should keep an eye on. He stated he was going to reach out to the Jupiter Inlet District to see what the future plans were.

MAYOR KURETSKI:

- Beach Sidewalks – Mayor Kuretski requested that Staff follow up with Mr. Weitze and the Council regarding the Beach Road sidewalks. Mayor Kuretski noted that there may not be much the Council could do, especially if Mr. Weitze was speaking about the eastside of the road, due to the limited right-of-way in the area. He noted that Council would want to take action if there were a solution. Mayor Kuretski stated that there was a project, not yet funded but on the list desired projects, supported by the MPO and FDOT, to make improvements on US1 for sidewalks and bike lanes that could possibly shift pedestrian and bike traffic. He also noted that mangrove trimming was regulated, and asked Staff to report back and also share the information with the resident.
- Topping Off of the Piatt Place Fire Station - Mayor Kuretski clarified that the event was not an official Town event. The event is the traditional Contractor's event to celebrate their employees.
- Experience Modification Rating - Mayor Kuretski expressed his gratitude for the quick follow up and implementation by Staff. He suggested internal procedures be in place for anything above a one to be approved by the Town Manager.

COUNCILOR SUNDSTROM:

- Temporary road near Cinquez Fire Station - Councilor Sundstrom stated that residents had reached out to her about the temporary road that had been constructed near the new station and Carver Avenue. She explained that the temporary road was so that the field in the area could be straightened out to be later utilized for recreation. She noted that the field repair was at the request of residents early on in the planning process for the station, and that the residents were pleased to hear that was in progress.
- State Legislative Matters - Councilor Sundstrom updated the Council on a Local Bill that has been filed with the Palm Beach County Legislative Delegation. Councilor Sundstrom explained that the bill, filed by the County Fire Union, could impact future annexations and the MSTU, and that there could be a possible double taxation issue. She announced that there is an upcoming Delegation public

meeting on November 13th and that a Special League of Cities Board meeting had been scheduled on the matter. She also noted that it was important for them all to reach out to Representative Snyder to express their concerns as well. She stated that no municipalities had been reached out to prior to the bill being filed, and there were still many questions surrounding the bill, and she encouraged everyone to look at the language closely. She also wanted to be able to share at future meetings that others on the Council were also concerned.

- Mayor Kuretski stated that he opposed the bill, and he thought the bill defeated what the county government was trying to accomplish with annexations. Vice Mayor Delaney, and Councilors Guisinger and Choy all agreed with the Mayor and Councilor Sundstrom and supported Councilor Sundstrom's efforts.
- County Food Bank - Councilor Sundstrom noted that going into the holiday season many have been concerned about food, and that the County Food Bank is encouraging people to call 211 and to utilize the Food Finder Map. She noted that many of the organizations operating in Jupiter are those that the Council have partnered with for charitable giving.

COUNCILOR GUISINGER:

- Aicher House Ceremony - Councilor Guisinger thanked staff for their efforts, especially Stephanie Thorburn and all of her outstanding work.

ADJOURNMENT – 8:18 P.M.

Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Recreation Zoning District Zoning Text Amendment



DATE	November 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Ordinance 17-25</u> , Zoning Text Amendment to create a new Recreation Zoning District within the Town.

EXECUTIVE SUMMARY

Consideration of a zoning text amendment to create a new Recreation Zoning District to provide for allowed uses, lot dimension standards, and special district requirements.

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

ANALYSIS

There is currently no Recreation Zoning District to specifically align with the Recreation Future Land Use Designation. The proposed text amendment is Town initiated to ensure compliance with the Comprehensive Plan. As part of the 2023 Evaluation and Appraisal Review, which was also Strategic Initiative, the Town Council adopted Policy 1.3.18(b) of the Future Land Use Element of the Comprehensive Plan. This policy requires recreation areas or easements of 10 acres or greater, required pursuant to a development order, to be identified and designated with an appropriate corresponding Future Land Use designation and a consistent Zoning designation. Establishing a recreation zoning district was identified as an action item needed to complete the Comprehensive Plan Revision Strategic Initiative.

After adoption, when development applications are submitted, staff will inform applicants with projects that contain golf courses or private parks greater than 10 acres in size that they are required to amend their future land use and zoning designations to be in compliance with the adopted Comprehensive Plan Policies.

Planning and Zoning Commission Recommendation:

At the October 14, 2025 meeting, the Planning and Zoning Commission recommended approval of the proposed zoning text amendment by a 6 to 0 vote.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance 17-25
2. Staff Report and Attachments

FUNDING SOURCE

*Funding is not necessary for this request.

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

ORDINANCE NO. 17-25

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN CODE TO CREATE DIVISION 17.1 ENTITLED RECREATION DISTRICT TO ESTABLISH USES BY RIGHT, ACCESSORY USES, AND SPECIAL EXCEPTION USES; PROVIDING FOR SUPPLEMENTAL REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter, Florida ("Town") has adopted a comprehensive plan which has been determined by the state's Land Planning Agency to be in compliance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, pursuant to Section 163.3202(2), Florida Statutes, municipalities are required to adopt specific and detailed provisions regulating and controlling development to implement their adopted comprehensive plans; and,

WHEREAS, the Town has established zoning districts within the Town, which have been codified in Chapter 27 of the Town Code; and,

WHEREAS, the Department of Planning and Zoning (the Department) has recommended the establishment of a new zoning district, to be included in Chapter 27 of the Town Code; and,

1 **WHEREAS**, the Department and the Town’s Planning and Zoning Commission
2 have reviewed the proposed new zoning district and have made their respective
3 recommendations to the Town Council regarding the same; and,

4 **WHEREAS**, the Town Council, after conducting duly noticed public hearings, has
5 determined that a new zoning district is necessary and appropriate and would further the
6 public health, safety, and general welfare by creating and assigning a specific zoning
7 district for recreational lands.

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

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

12 **Section 2.** Chapter 27, Article VI, entitled “Districts and District Regulations”, is
13 hereby amended, as follows:

14 **DIVISION 17.1. – RECREATION DISTRICT (RCR)**

15 **Sec. 27-1310. - Intent.**

16 The lands within the Recreation District are suited for public and private parks, golf
17 courses, and recreational facilities.

18 **Sec. 27-1311. - Use regulations.**

19 (a) *Uses by right.* In the Recreation District, the land, buildings or premises may be
20 used by right only for one or more of the following uses:

21 (1) Parks, public or private, including playgrounds, athletic fields or courts,
22 trails, boat launching ramps and docking facilities, or kayak launches and
23 passive parks.

(2) Golf courses (public or private), which may include clubhouses with restaurants, meeting rooms, pro shops, exercise and activity facilities.

(b) Accessory uses. Those uses, buildings or structures customarily related to those permitted uses above as uses by right, may be permitted, provided that they meet all of the development standards contained in Chapter 27.

(1) Concessions stands, restroom facilities, storage buildings, and maintenance buildings when contained in the same structure or on the same property as the principal use for the purpose of serving the principal use.

(2) Outdoor storage of inventory, equipment or materials when screened from public view.

(b) Special exceptions. The following uses may be permitted in this district provided the town council determines that the application meets the criteria contained in [section 27-177](#), all other applicable provisions of law, and does not otherwise adversely affect the public:

(1) Utility services (See [division 43](#) of article XI of this chapter).

(2) Limited public uses (See [division 35](#) of article XI of this chapter).

Sec. 27-1312. - Area and dimension regulations.

In the Recreation District, the following regulations shall be observed:

	<u>Dimension</u>	<u>Measurement</u>
(1)	<u>Lot Area (minimum)</u>	<u>10,000 square feet</u>
(2)	<u>Lot width (minimum)</u>	<u>75 feet</u>
(3)	<u>Lot depth (minimum)</u>	<u>100 feet</u>

	<u>Dimension</u>	<u>Measurement</u>
(4)	<u>Front setback (minimum)</u>	<u>25 feet</u>
(5)	<u>Rear setback (minimum)</u>	<u>15 feet</u>
(6)	<u>Side setback (minimum) (interior)</u>	<u>10 feet</u>
	<u>(corner)</u>	<u>25 feet</u>
(7)	<u>Building height (maximum)</u>	<u>35 feet/2 stories</u>
(8)	<u>Lot coverage</u>	<u>35 percent</u>
(9)	<u>Refer to division 15 of article XI, exceptions to development regulations.</u>	
(10)	<u>Green space (minimum)</u>	<u>30 percent (See chapter 23, landscaping, for more information on green space requirements)</u>

Sec. 27-1313. - Artificial exterior lighting.

All outdoor lighting, including lighting for off-street parking facilities shall be installed so that the direct source of each light (i.e., light bulb) is shaded, positioned and maintained so as not to be visible to adjacent residential uses.

Sec. 27-1314. - Off-street parking.

The off-street parking requirements which must be met in this zoning district are contained in division 32 of article XI of this chapter.

Sec. 27-1315. - Fences and walls.

Fences, walls and hedges erected within the required front setback area shall not exceed four feet in height. All other fences shall not exceed a height of six feet, unless

1 a greater height is established on a case-by-case basis as part of the site plan
2 approval process to address safety impacts created by an approved recreation use.

3 **Sec. 27-1316. - Performance standards.**

4 The performance standards that are applicable to this zoning district, are contained in
5 article XII of this chapter.

6 **Sec. 27-1317. - Landscape buffers.**

7 The landscape buffers applicable to this district are to be established on a case-by-
8 case basis as part of the site plan approval process. In the event a proposed use is
9 determined by the department or the Town Council to be an incompatible use,
10 because it potentially creates a nuisance or to protect adjacent uses from adverse
11 impacts, the department may require that additional buffering, including landscaping,
12 berms, or walls.

13 **Sec. 27-1318. - Vegetation/environmental preservation.**

14 The regulations pertaining to preservation are contained in [chapter 26](#).

15 **Sec. 27-1319. - Signs.**

16 The regulations pertaining to signs are contained in article XIII of this chapter.

17 **Sec. 27-1320. - Flood hazard regulations.**

18 The regulations pertaining to flood hazard conditions are contained in [chapter 22](#).

19 **Section 4. Severability.** If any section, subsection, sentence, clause, phrase or
20 portion of this ordinance is for any reason held invalid or unconstitutional by any court of
21 competent jurisdiction, such portion shall be deemed a separate, distinct and independent
22 provision and such holding shall not affect the validity of the remaining portions thereof.

1 **Section 5. Repeal of laws in conflict.** All ordinances, resolutions or other
2 regulations, or parts of thereof which are in conflict herewith are hereby repealed to the
3 extent of such conflict.

4 **Section 6. Codification.** The sections of the ordinance may be renumbered or re-
5 lettered to accomplish such, and the word "ordinance" may be changed to "section",
6 "article", or any other appropriate word.

7 **Section 7. Effective Date.** This ordinance shall take effect immediately upon its
8 execution.

9 #7421586 v1 26503-00001

**RECREATION ZONING DISTRICT ZONING TEXT AMENDMENT
TOWN MANAGER'S OFFICE**



DATE: November 18, 2025
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning **JS**
SUBJECT: **Recreation Zoning District** – Zoning Text
Amendment to create a new Recreation Zoning
District within the Town.

Ordinance #17-25	P&Z Commission:	October 14, 2025
PZ 25-6487	Town Council:	November 18, 2025 (1 st Reading)
G. Watson		December 16, 2025 (Adoption)

Applicant: Town of Jupiter
Request: Amend Chapter 27, Article VI, to create Division 17.1, entitled "Recreation District (RCR)", to provide for uses allowed, lot dimension standards, and special district requirements.

Planning and Zoning Commission Recommendation

At their October 14, 2025 meeting, the Planning and Zoning Commission voted unanimously, by a 6 to 0 vote, to approve the abovementioned zoning text amendment with no modifications.

Staff Compliance Review Summary

The Department of Planning and Zoning finds that the proposed text amendment, as shown in Ordinance #17-25, is consistent with the goals, objectives, and policies of the Comprehensive Plan.

Background

As part of the 2023 Evaluation and Appraisal Review, the Town Council adopted Policies 1.3.16(b) and 1.3.18(b) of the Future Land Use Element of the Comprehensive Plan. These policies require that conservation and recreation areas or easements of 10 acres or greater, required pursuant to a development order, shall be identified and designated with an appropriate corresponding Future Land Use designation and a consistent Zoning designation.

The Town has an existing Conservation Preservation Zoning District which aligns with the existing Conservation Future Land Use Designation; however, there is no Recreation Zoning

District to align with the Recreation Future Land Use Designation. As a result, this amendment is proposed to establish a Recreation (RCR) zoning district. There are two primary types of recreation uses in the Town: golf courses, which are primarily located in residential planned unit developments, and Town owned parks.

Existing recreation areas within residential Planned Unit Developments (PUD), such as golf courses, clubhouses, and neighborhood parks, typically have a residential future land use and zoning designation assigned to the PUD. For parks, the Town has been utilizing the Public/Institutional (PI) Zoning designation, which has also been applied to Town owned property, schools, and religious institutions in some cases. While the PI zoning designation allows for park uses, it also allows for a myriad of more intense uses, such as assisted living facilities, arenas, amphitheaters, auditoriums, stadiums, hospitals, nursing and convalescent facilities, and transportation hubs (see Attachment B for a full list of uses allowed). When the town has initiated the assignment of the PI zoning district in the past within or adjacent to residential developments, it has created objections from nearby residents concerned with the potential for more intense PI uses being developed.

To address the above noted concerns, staff has drafted a Recreation District for Town Council consideration. The primary purpose of the Comprehensive Plan Policy and proposed zoning district is to maintain the existing recreational amenities within the Town that are associated with approved development orders. The new Recreation District when applied to golf courses and parks in residential development will ensure that any future development is consistent with the approved uses in the development order applicable to the property.

Comprehensive Plan Policy Consistency

Below is the section of the Future Land Use Element of the Comprehensive Plan that requires recreation areas or easement over 10 acres to have a Recreation Future Land Use Designation and a consistent zoning designation:

Policy 1.3.18 This land use designation is assigned to existing and future park sites. This land use designation It is intended to be assigned to include public and private recreational facilities and sites. To provide protection of existing and future recreation lands throughout the Town:

- a) An affirmative vote of four members of the Town Council is required to change the Future Land Use designation of properties having a future land use designation of Recreation.
- b) Recreation areas or easements of 10 acres or greater required pursuant to a development order shall be identified and designated with an appropriate corresponding Recreation Future Land Use designation and a consistent zoning designation.”

Staff Comment: The proposed zoning district is consistent with the above noted Policy by creating a zoning designation that is consistent with the Recreation Future Land Use Designation. It is important to note that there are applications currently under staff review that will be appropriate to utilize the proposed Recreation District to assign to existing recreational areas, in order to be consistent with the Comprehensive Plan policy.

Analysis

The proposed text amendment would create a new zoning district to assign to recreation areas in the Town (see Exhibit 1). The overall goal of the new zoning district is to maintain the existing uses on the property and minimize the likelihood of redevelopment to other more intense uses without amending the applicable development order(s) and Future Land Use and Zoning designations. Below are the proposed new sections of the Recreation District and analysis.

Uses-by-right. As noted previously, there are two primary uses-by-right that are planned to be assigned with the proposed zoning district, parks and golf courses.

(1) Parks, public or private, active or passive, including playgrounds, athletic fields or courts, trails, boat launching ramps and docking facilities, or kayak launches.

(2) Golf courses (public or private), including clubhouses with restaurants, meeting rooms, pro shops, exercise and activity facilities, and similar facilities.

Staff comment: The above noted use-by-right encompasses the primary uses contained within the Town owned parks, neighborhood parks, and golf course communities throughout the Town. By conforming to the existing conditions, the proposed zoning district can be applied to existing parks, public and private, and golf courses, including clubhouse areas.

Accessory Uses. Along with the above noted use-by-right, the district includes accessory uses which are required to be associated with one of the primary, uses on the property as follows:

(1) Concessions stands, restroom facilities, storage buildings, and maintenance buildings when contained in the same structure or on the same property as the principal use for the purpose of serving the principal use.

(2) Outdoor storage of inventory, equipment or materials when screened from public view.

Staff comment: Similar to the use-by-rights listed above, the proposed district allows for existing accessory uses that are present on many parks and within many golf course communities to remain and expand in the future.

Special Exceptions. The proposed district includes special exception uses, which would be subject to the review of the Planning and Zoning Commission and approval of the Town Council as follows:

(1) Utility services (See [division 43](#) of article XI of this chapter).

(2) Limited public uses (See [division 35](#) of article XI of this chapter).

Staff comment: The proposed special exceptions are uses that are currently allowed and present on some of the properties that may ultimately be assigned with the proposed zoning district. It is important to note that the special exception uses noted above are currently permitted as special exceptions within residential zoning districts and the public/institutional district. As a result, there are no new special exceptions being added that wouldn't be allowed already.

Area and dimension regulations. The zoning district was drafted with “Area and dimension regulations” that match the Residential Single-Family (R-1) zoning district in an effort to ensure that the properties to be zoned with Recreation do not create nonconformities (see Attachment A). Additionally, by establishing regulations based on the R-1 standards, nearby residents can expect the same building pattern, building height, and setbacks as what currently exists on the golf course and park properties that are currently zoned residential.

As noted in the background section, most of the Town’s parks are designated Public/Institutional (PI). The “Area and dimension regulations” within PI allows for taller buildings (up to 50 feet versus the proposed 35 feet/2 stories) and more lot coverage (40 percent versus the proposed 35 percent) (see Attachment B). If the proposed Recreation District is applied in the future to the existing Town-owned parks, it will reduce the development potential and align more with residential properties, which frequently abut parks.

Artificial Light and Buffer regulations. The proposed district also includes additional supplemental criteria related to artificial lighting and landscape buffers, which differ from other zoning districts. Given that uses such as athletic courts or recreation fields may include lighting, there are additional provisions that protect nearby residents from viewing the light source. This will reduce the nuisances associated with lighting more active recreation uses.

Landscape buffer requirements were also included that require the buffers to be established at the time of site plan review, which allows for the unique configuration of recreation amenities and surrounding uses to be evaluated on a case-by-case basis to ensure proper buffering is installed. For example, when a building, structure, or lighted athletic field abuts a residential unit, a larger buffer with a combination of vertical screening, dense material, and a wall may be appropriate. When a less intense recreational use such as a golf course hole abuts a residential unit, the required buffering may be minimal.

Conclusion.

The proposed zoning district is consistent with the Comprehensive Plan Policies as noted above. The proposed Recreation District is designed to preserve the existing uses of golf courses and parks in the Town. By maintaining similar uses and regulations, residents can be assured that any future development of these properties is consistent with their approvals. Regulations addressing potential lighting nuisances and landscape buffering will help to ensure that recreation uses remain compatible with adjacent properties.

Attachments:

Attachment A – R-1 Zoning District Regulations
Attachment B – PI Zoning District Regulations

(Contact Garret Watson at 561-741-2549 or email at garretw@jupiter.fl.us for a copy of this attachment)

Subpart B - LAND DEVELOPMENT REGULATIONS
Chapter 27 - ZONING
ARTICLE VI. - DISTRICTS AND DISTRICT REGULATIONS
DIVISION 18. RESIDENTIAL, SINGLE-FAMILY DISTRICT (R-1)

DIVISION 18. RESIDENTIAL, SINGLE-FAMILY DISTRICT (R-1)

Sec. 27-1322. Intent.

The lands comprising the Residential, Single-Family District (R-1) are suited for single-family dwellings as evidenced by the land uses now contained therein and the trend of new development. Therefore, uses in this district are limited primarily to single-family dwellings and such nonresidential uses intended to provide service to the immediate and adjacent areas.

(Code 1992, § 27-446; Ord. No. 10-88, § 503.1, 3-1-1988)

Sec. 27-1323. Use regulations.

- (a) *Uses by right.* In any Residential, Single-Family District (R-1), land, buildings or premises may be used by right only for one or more of the following:
- (1) Single-family dwelling.
 - (b) *Accessory uses.* Those uses, buildings and structures customarily related to those uses permitted above as uses by right, and on the same lot with the main building, may be permitted provided they meet area and dimension regulations as herein set forth:
 - (1) Private garage.
 - (2) Private swimming pool (See division 40 of article XI of this chapter).
 - (3) Storage building (See division 2 of article XI of this chapter for location requirements).
 - (4) Private boat dock (See division 25 of article XI of this chapter).

Only one structure of each of the accessory uses listed above may be allowed per lot or parcel.

- (c) *Special exceptions.* The following uses may be permitted or denied in this district after review by the planning and zoning commission and provided the town council determines that the application meets the criteria contained in section 27-177, all other applicable provisions of law, and does not otherwise adversely affect the public:
- (1) Home occupations (See division 20 of article XI of this chapter).
 - (2) Parks and playgrounds.
 - (3) Utility services (See division 43 of article XI of this chapter).
 - (4) Churches and other places of worship.
 - (5) Cemeteries (See division 7 of article XI of this chapter).
 - (6) Planned unit development (See article VIII of this chapter).
 - (7) Public and private schools and day care centers.
 - (8) Limited public uses (See division 35 of article XI of this chapter).

- (9) The commercial uses which are listed below, provided the use is associated with the adaptive reuse of a locally designated historic structure (pursuant to the requirements of section 27-2438):
- Art gallery (retail sale), with no outside storage or work permitted;
 - Barber shop;
 - Beauty salon;
 - Bed and breakfast (up to ten beds);
 - Book store;
 - Clothing store (retail sale);
 - Education services;
 - Florist shop;
 - Furniture store;
 - Home furnishings store;
 - Ice cream or candy snack shop;
 - Massage therapy;
 - Museum;
 - Professional offices;
 - Restaurant, with restrictions and limitations listed in section 27-2442.

(Code 1992, § 27-447; Ord. No. 10-88, § 503.2.C, 3-1-1988; Ord. No. 37-99, § 8, 10-19-1999; Ord. No. 33-02, § 5, 6-18-2002; Ord. No. 15-17, § 2, 10-17-2017)

State law reference(s)—Family day care homes, considered residential use, F.S. § 166.045; comprehensive plan housing element, group home facilities, F.S. § 163.3177 (6)(f)1.d; community residential homes to be residential uses in all districts, F.S. § 419.001.

Sec. 27-1324. Area and dimension regulations.

In the Residential, Single-Family District (R-1) on each lot that is used hereafter, and on each lot upon which a building or structure hereafter is erected or enlarged and maintained, the following regulations shall be observed:

<i>Dimension</i>	<i>Measurement</i>
Lot area (minimum)	10,000 square feet
Lot width (minimum)	75 feet
Lot depth (minimum)	100 feet
Front setback (minimum) Note: on double frontage lots this applies on both frontages	25 feet
Rear setback (minimum)	15 feet
Side yard (minimum)(interior)	10 feet
(corner)	25 feet

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Building height (maximum)	35 feet/2 stories
Lot coverage (maximum)	35 percent
Dwelling unit floor area (minimum)	1,200 square feet
Substandard lots of record, the minimum floor area per dwelling unit applicable to detached single-family residence constructed upon lots in a subdivision which was duly platted and of record in Palm Beach County, Florida, on or before July 29, 1969, shall be computed at 1,200 square feet including porch, carport and garage, provided that such dwelling shall have a minimum of 1,000 square feet of living area.	
Refer to division 15 of article XI, exceptions to development regulations.	

(Code 1992, § 27-448; Ord. No. 10-88, § 503.3.A, 3-1-1988; Ord. No. 01-04, § 2, 11-23-2004)

Sec. 27-1325. Access.

- (a) *Intent.* The regulations and requirements set forth in this division are intended to provide private and/or public access to all parcels of land or development within the town and to control vehicular movements thereto to facilitate safe, uncongested traffic patterns.
- (b) *Regulations.*
 - (1) Prior to issuance of a building permit, all parcels of land subdivided or development of land within the town after March 1, 1988, shall have access to a dedicated public road or street, or to a private road or street developed to the town standards for a public road or street as set forth in chapter 25.
 - (2) Where double-fronted lots are created adjacent to collector or arterial streets, they shall front on a local street and the rear of the lot shall be the side which abuts the collector or arterial street. In such cases, the lot shall be screened from the abutting collector or arterial street with landscaping and/or a decorative wall. No newly platted residential lots shall front directly or have direct access to a collector, arterial or higher classification of street as set out in the town comprehensive plan.

(Code 1992, § 27-449; Ord. No. 10-88, § 503.4.A, 3-1-1988; Ord. No. 32-91, § 4, 1-7-1992)

Sec. 27-1326. Fences, walls and hedges.

- (a) *Intent.* The intent of this section is to provide regulations and requirements for the location of fences, walls and hedges within the town.
- (b) *Regulations.* Fences and walls enclosing any permitted use, except primary agricultural uses, shall comply with the building permit procedures of the town. Hedges shall comply with the requirements of chapter 23 as regards sight visibility.
 - (1) Within the area formed by the right-of-way lines of intersecting streets, a straight line connecting points on such right-of-way lines at a distance 25 feet in length along such right-of-way lines, such connecting lines extending beyond the points to the edge of the pavement, there shall be a clear space with no obstruction to vision. Fences, walls, hedges and vision obstructing plantings shall be restricted to a height of 2½ feet or less above the average grade of each street as measured at the centerlines thereof.
 - (2) On residentially zoned property, fences and walls may be erected or maintained along or adjacent to a lot line to a height not exceeding six feet in the required side and rear yards. Hedges may be planted or

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(Supp. No. 21)

maintained along and adjacent to the rear, side corner and side yard lot line provided the hedge does not exceed eight feet.

- (3) Fences, walls and hedges erected within the front yard area in any residential district shall not exceed four feet in height. No fence, wall or hedge in a commercial or industrial usage shall exceed a height of eight feet.
- (4) Walls, fences, hedges or similar types of barrier or enclosure erected in any residential district shall not contain any substance such as broken glass, spikes, nails or similar materials designed to inflict pain or injury to any person or animal.

(Code 1992, § 27-451; Ord. No. 10-88, § 503.4.C, 3-1-1988; Ord. No. 01-04, § 2, 11-23-2004; Ord. No. 23-13, § 3, 7-16-2013)

Sec. 27-1327. Landscaping.

For landscaping and tree protection provisions and their application to the Residential, Single-Family District (R-1), see the provisions of chapters 23 and 26.

(Code 1992, § 27-452; Ord. No. 10-88, § 503.4.D, 3-1-1988)

Sec. 27-1328. Performance standards.

For the application of performance standards on the Residential, Single-Family District (R-1), see the provisions of article XII of this chapter.

(Code 1992, § 27-453; Ord. No. 10-88, § 503.4.E, 3-1-1988)

Sec. 27-1329. Signs.

For provisions regulating signs and their application to the Residential, Single-Family District (R-1), see article XIII of this chapter.

(Code 1992, § 27-454; Ord. No. 10-88, § 503.4.F, 3-1-1988)

Sec. 27-1330. Flood hazard regulations.

For provisions regulating flood hazard conditions and their application to the Residential, Single-Family District (R-1), see chapter 22.

(Code 1992, § 27-455; Ord. No. 10-88, § 503.4.G, 3-1-1988)

Secs. 27-1331—27-1358. Reserved.

Subpart B - LAND DEVELOPMENT REGULATIONS
 Chapter 27 - ZONING
 ARTICLE VI. - DISTRICTS AND DISTRICT REGULATIONS
 DIVISION 17. QUASI-PUBLIC INSTITUTIONAL DISTRICT (QPI) AND PUBLIC/INSTITUTIONAL DISTRICT (PI)

***DIVISION 17. QUASI-PUBLIC INSTITUTIONAL DISTRICT (QPI) AND
 PUBLIC/INSTITUTIONAL DISTRICT (PI)***

Sec. 27-1296. Intent.

Purpose and intent. The purpose and intent of the Quasi-Public Institutional District (QPI) and Public/Institutional District (PI) are to:

- (1) Provide a separate zoning classification to appropriately classify and regulate the use and development of public/institutional uses.
- (2) Provide a coordinated land planning approach to ensure public/institutional facilities are not detrimental to surrounding incompatible land uses.
- (3) Maintain the goals, objectives and policies of the comprehensive plan with specific reference to the location criteria for public/institutional land uses.

(Code 1992, § 27-846; Ord. No. 28-94, § 1, 8-16-1994)

Sec. 27-1297. Uses regulations.

The following uses may be permitted by right, subject to all applicable provisions of this division, or by special exception after review by the planning and zoning commission, and provided the town council determines that the application meets the criteria contained in section 27-177, all other applicable provisions of law, and does not otherwise adversely affect the public:

<i>Uses</i>	<i>QPI</i>	<i>PI</i>
Uses by right.		
Accessory residential (See section 27-1913).	•	•
Child and adult care facilities less than 2,500 gross square feet as an accessory use to a permitted principal use, subject to the provisions of division 8 of article XI of this chapter.	•	•
Public utility facilities limited only to wastewater lift stations, water wells and other associated pumping facilities.	•	•
Utility services (public) including wastewater treatment plants (in excess of six MGD); and associated accessory structures, subject to the provisions of division 43 of article XI of this chapter.		•
Special exceptions.		
Assisted and independent living facilities, continuing care, homes for the aged and nursing home facilities, subject to the provisions of division 6 of article XI of this chapter.	•	

Arenas, amphitheaters, auditoriums and stadiums, subject to the provisions of division 17 of article XI of this chapter.		•
Aviation facilities, including heliports and helipads, subject to the provisions of division 4 of article XI of this chapter.		•
Boat launching, ramps and docking facilities (excluding boat launching and docking facilities within an outdoor recreational area) subject to the provisions of division 25 of article XI of this chapter.	•	•
Broadcasting stations, including radio, television, transmission towers, relay stations, subject to the provisions of division 10 of article XI of this chapter.		•
Campgrounds.		•
Cemeteries, crematories, mausoleums and columbarium, subject to the provisions of division 7 of article XI of this chapter.	•	•
Child and adult care facilities with more than 2,500 gross square feet as an accessory use to a permitted principal use, subject to the provisions of division 8 of article XI of this chapter.	•	•
Community facilities (indoor) including community theaters, arts and crafts galleries or centers, libraries (private) and museums, subject to the provisions of division 9 of article XI of this chapter.	•	
Community facilities, including civic centers, community theaters, cultural facilities and auditoriums, arts and crafts galleries or centers, libraries and museums, subject to the provisions of division 9 of article XI of this chapter.		•
Educational facilities (public and private ten acres or less) including elementary, middle and high schools, colleges, learning centers, vocational schools and universities.	•	
Educational facilities (public and private ten acres or more) including elementary, middle and high schools, colleges, learning centers, vocational schools and universities.		•
Emergency and public safety service facilities, including ambulatory, police and fire stations.		•
Governmental facilities, including governmental administrative offices, courthouses, libraries (public), temporary holding facilities, governmental offices, governmental maintenance facilities, post offices and mail processing centers.		•
Hospitals, medical centers, treatment centers, rehabilitation centers, medical testing facilities and associated laboratories.		•
Nursing and convalescent facilities, subject to the provisions of division 29 of article XI of this chapter.	•	•
Recreational facilities (indoors) including athletic tracks, batting facilities recreational community centers, swimming centers and tennis centers, subject to the provisions of division 21 of article XI of this chapter.	•	•
Recreational facilities (outdoors) including only golf courses, open to the public and passive parks, subject to the provisions of division 21 of article XI of this chapter.	•	

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Recreational facilities (outdoors) including athletic tracks and fields, fields, boat launching ramps and docking facilities, golf courses open to the public, passive parks, playgrounds, recreational camps, swimming centers and tennis centers, subject to the provisions of division 21 of article XI of this chapter.		•
Parking facilities (public and private) including parking lots and garages, subject to the provisions of divisions 30 and 31 of article XI of this chapter.	•	•
Religious establishments (less than ten acres in size) including places of worship, churches, temples, synagogues and associated uses, such as retreat site, religious camps, convents, rectories, seminary, patronage and associated educational buildings.		•
Transportation facilities, including bus, railway and taxi stations and/or terminals.		•
Communication towers, subject to the provisions of division 10 of article XI of this chapter.	•	
Utility services (public and private) including chipping and mulching facilities; communications towers; composting facilities; electric power facilities; recycling centers; solid waste transfer stations; transmission stations, water treatment plants; water storage tanks; wastewater treatment plants (less than six MGD); and, associated accessory structures, subject to the provisions of division 14 of article XI of this chapter.		•
Planned unit developments.		
Planned unit developments may be permitted in this district, after review by the planning and zoning commission and approval by the town council. Uses permitted by right, as outlined in this table, and special exception uses, as outlined in this table and special exception uses may be permitted as a planned unit development. In the evaluation of the uses, the uses shall be subject to all applicable provisions of article VIII of this chapter.	•	•
Accessory uses.		
Cafeterias, snack bars, restaurants and exercise facilities when contained in the same structure as the principal use for the purpose of serving the principal use.	•	•
Security and caretaker quarters not to exceed 1,000 gross square feet in size (residential dwelling unit for the purpose of management or security on-site).	•	•
Service and refuse areas, subject to the provisions of division 17 of article XI of this chapter.	•	•
Storage of inventory, equipment or materials within a structure or in an approved outside location.	•	•
Public utility facilities limited only to wastewater lift stations, water wells and other associated pumping facilities.	•	•
Tot lots, recreational play areas, sand pits, less than 250 square feet.	•	•
Area and dimension regulations.		
Minimum lot width: 100 feet.	•	•
Minimum lot depth: 100 feet.	•	•

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Minimum setbacks:	•	•
Front: 50 feet.		
Site (interior): 15 feet.		
Side (corner): 25 feet.		
Rear: 15 feet.		
Maximum building height: 50 feet.	•	•
Maximum percent lot coverage: 40 percent.	•	•
Minimum green space: 30 percent.	•	•
Refer to division 15 of article XI, exceptions to development regulations.		

(Code 1992, § 27-847; Ord. No. 28-94, § 1, 8-16-1994; Ord. No. 61-97, § 1, 12-16-1997; Ord. No. 37-99, § 22, 10-19-1999; Ord. No. 27-00, § 12, 6-6-2000; Ord. No. 22-00, § 7, 2-20-2001; Ord. No. 01-04, § 2, 11-23-2004; Ord. No. 15-10, § 13, 9-21-2010)

Sec. 27-1298. Off-street parking.

For the application of off-street parking requirements to this zoning district, refer to division 32 of article XI of this chapter.

(Code 1992, § 27-849; Ord. No. 28-94, § 1, 8-16-1994)

Sec. 27-1299. Fences and walls.

For provisions relating to fences and walls in this zoning district and their application, refer to each applicable zoning district.

(Code 1992, § 27-850; Ord. No. 28-94, § 1, 8-16-1994)

Sec. 27-1300. Performance standards.

For the application of performance standards to this zoning district, refer to article XII of this chapter.

(Code 1992, § 27-851; Ord. No. 28-94, § 1, 8-16-1994)

Sec. 27-1301. Landscape ordinance.

For landscaping provisions and their application to this zoning district, refer to chapter 23.

(Code 1992, § 27-852; Ord. No. 28-94, § 1, 8-16-1994)

Sec. 27-1302. Vegetation/environmental preservation.

For vegetation/preservation provisions and their application to this zoning district, refer to chapter 26.

(Code 1992, § 27-853; Ord. No. 28-94, § 1, 8-16-1994)

Sec. 27-1303. Signs.

For provisions regulating signs and their application to this zoning district, refer to article XIII of this chapter.
(Code 1992, § 27-854; Ord. No. 28-94, § 1, 8-16-1994)

Sec. 27-1304. Flood hazard regulations.

For provisions regulating flood hazard conditions and their application to this zoning district, refer to chapter 22.
(Code 1992, § 27-855; Ord. No. 28-94, § 1, 8-16-1994)

Secs. 27-1305—27-1321. Reserved.

TOWN OF JUPITER
Approving the Purchase of a Dell vSAN Ready Node R660 Server



DATE	November 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approving the purchase of a Dell vSAN Ready Node R660 server from World Wide Technology for the amount of \$79,573.01

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval to award World Wide Technology a purchase order in the amount of \$79,573.01 for a Dell vSAN Ready Node R660 server to expand the capacity of the Town's data center.

Competitive pricing is obtained through the State of Florida Alternate Contract Source (ACS). This contract, negotiated by the State of Florida, provides a minimum discount of 18% off the list price.

The Town's data processing and storage needs are expected to increase year over year as information (data) is created and stored for use by employees and department processes. When the data center was designed in 2018, the host environment for data storage and processing included four hyper-converged servers to operate and store the Town's virtual computing environment and data storage needs at that time, with planning for approximately four to six years' growth.

Currently, the Town's virtual host environment has grown to approximately 125 virtual servers with data consuming approximately 350 terabytes of storage. The Town has now reached the capacity of the current hosts in the data center as projected, and needs to expand to accommodate current and future needs.

To accommodate the growth and storage needs for the next several years, the virtual host environment in the data center needs to be increased by one additional vSAN Ready Node R650 server.

Funding for this purchase was appropriated in the FY2026 operating budget.

ANALYSIS

Staff requests Town Council's approval to issue a purchase order to World Wide Technology in the amount of \$79,573.01

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. World Wide Technology Quote 7342240.2
2. NASPO Master Agreement 23004
3. State of Florida Alternate Contract Source
4. State of Florida NASPO Participation Memorandum
5. NASPO 23004 Price Schedule
6. NASPO Authorized Resellers

FUNDING SOURCE

Amount of this Request	\$79,573.01	
Amount Approved in Budget	\$79,573.01	Sources: 00125213 564000 IS Infrastructure Repair & Maintenance

For more information or copies of the attachments, please contact Karl Craig at KarlC@jupiter.fl.us or 561-741-2221.



Sales Quotation

Quote # 7342240.2
 Quote Date SEP-17-2025
 Expiration Date OCT-18-2025
 Quote Name Dell vSAN
 Contract Dell NASPO FL 23026
 43210000-23-NASPO-ACS
 Exp Date: 06/30/2026

Submitted By

ISR Ashley Welton
 (314) 301-2752
 Ashley.Welton@wwt.com

Submitted To

Town of Jupiter Florida
 Mike Dean
 miked@jupiter.fl.us

Issue PO To

World Wide Technology, LLC.
 1 World Wide Way
 Saint Louis, MO 63146 US

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
1	634-CCSG Description: vSAN Original Storage Architecture	DELL	1	\$0.00	\$0.00
2	210-BFTB Description: VSAN-RN R660	DELL	1	\$5,151.58	\$5,151.58
3	350-BCBG Description: All Flash, VSAN Ready Node	DELL	1	\$0.00	\$0.00
4	350-BCLD Description: IDM/Personality Module, VSAN-RN R660	DELL	1	\$74.36	\$74.36
5	379-BEID Description: 10x2.5 Front Storage	DELL	1	\$0.00	\$0.00
6	379-BDSS Description: SAS/SATA Backplane	DELL	1	\$0.00	\$0.00
7	379-BDTE Description: No Rear Storage	DELL	1	\$0.00	\$0.00
8	461-AAIG Description: Trusted Platform Module 2.0 V6	DELL	1	\$30.68	\$30.68

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
9	321-BHRW	DELL	1	\$133.23	\$133.23
	Description: 2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC11				
10	338-CHSR	DELL	1	\$1,006.68	\$1,006.68
	Description: Intel Xeon Gold 5418Y 2G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4400				
11	338-CHSR	DELL	1	\$1,006.68	\$1,006.68
	Description: Intel Xeon Gold 5418Y 2G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4400				
12	379-BDCO	DELL	1	\$0.00	\$0.00
	Description: Additional Processor Selected				
13	412-ABCJ	DELL	1	\$44.10	\$44.10
	Description: Standard Heatsink for 2 CPU configuration (CPU less than or equal to 185W)				
14	370-AAIP	DELL	1	\$0.00	\$0.00
	Description: Performance Optimized				
15	370-BBRX	DELL	1	\$0.00	\$0.00
	Description: 5600MT/s RDIMMs				
16	780-BCDI	DELL	1	\$0.00	\$0.00
	Description: No RAID				
17	405-AAXY	DELL	1	\$367.17	\$367.17
	Description: Dell HBA355i Controller Front				
18	750-ADRI	DELL	1	\$15.49	\$15.49
	Description: Front PERC Mechanical Parts, rear load				
19	384-BBBL	DELL	1	\$0.00	\$0.00
	Description: Performance BIOS Settings				
20	800-BBDM	DELL	1	\$0.00	\$0.00
	Description: UEFI BIOS Boot Mode with GPT Partition				
21	387-BBEY	DELL	1	\$0.00	\$0.00
	Description: No Energy Star				
22	384-BCUJ	DELL	1	\$92.64	\$92.64
	Description: 4 Very High Performance Fans				

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
23	450-BDHY	DELL	1	\$581.88	\$581.88
	Description: Dual, Redundant(1+1),Hot-Plug Power Supply,1400W MM, Titanium				
24	330-BBYZ	DELL	1	\$250.36	\$250.36
	Description: Riser Config 3, Full Height, 2x16 FH Slots (Gen5)				
25	329-BJYJ	DELL	1	\$0.00	\$0.00
	Description: Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above				
26	528-CTIC	DELL	1	\$257.47	\$257.47
	Description: iDRAC9, Enterprise 16G				
27	528-COYT	DELL	1	\$35.91	\$35.91
	Description: Secured Component Verification				
28	528-CTZH	DELL	1	\$185.60	\$185.60
	Description: OpenManage Enterprise Advanced Plus				
29	540-BCOD	DELL	1	\$197.98	\$197.98
	Description: Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0				
30	540-BDMK	DELL	1	\$0.00	\$0.00
	Description: LOM Blank				
31	325-BEVE	DELL	1	\$15.18	\$15.18
	Description: Standard Bezel				
32	350-BCKC	DELL	1	\$0.00	\$0.00
	Description: Dell Luggage Tag				
33	403-BCRU	DELL	1	\$768.42	\$768.42
	Description: BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)				
34	470-AFMG	DELL	1	\$15.49	\$15.49
	Description: BOSS Cables and Bracket for R660				
35	350-BBXM	DELL	1	\$0.00	\$0.00
	Description: No Quick Sync				
36	379-BETF	DELL	1	\$0.00	\$0.00
	Description: iDRAC Legacy Password for OCP cards				

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
37	379-BCQY	DELL	1	\$0.00	\$0.00
	Description: iDRAC Group Manager, Disabled				
38	611-BBBF	DELL	1	\$0.00	\$0.00
	Description: No Operating System				
39	605-BBFN	DELL	1	\$0.00	\$0.00
	Description: No Media Required				
40	770-BECD	DELL	1	\$37.45	\$37.45
	Description: ReadyRails Sliding Rails (A15)				
41	631-AACK	DELL	1	\$0.00	\$0.00
	Description: No Systems Documentation, No OpenManage DVD Kit				
42	340-DBXZ	DELL	1	\$15.18	\$15.18
	Description: PowerEdge R660 Shipping				
43	340-DBYC	DELL	1	\$46.16	\$46.16
	Description: PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF				
44	343-BBTS	DELL	1	\$0.00	\$0.00
	Description: R660 Dell label (BIS) for 2.5" Chassis				
45	343-BBTU	DELL	1	\$0.00	\$0.00
	Description: PowerEdge R660 No CCC, No CE Marking				
46	817-BBBP	DELL	1	\$0.00	\$0.00
	Description: None Required				
47	896-7105	DELL	1	\$0.00	\$0.00
	Description: Dell Hardware Limited Warranty Plus Onsite Service				
48	896-7147	DELL	1	\$698.70	\$698.70
	Description: ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years				
49	896-7148	DELL	1	\$4,423.29	\$4,423.29
	Description: ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years				
50	951-2015	DELL	1	\$0.00	\$0.00
	Description: Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell				

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
51	885-0610	DELL	1	\$3,099.73	\$3,099.73
	Description: ProDeploy Plus PowerEdge R Series 1u2u				
52	370-BBRY	DELL	24	\$653.44	\$15,682.56
	Description: 32GB RDIMM, 5600MT/s, Dual Rank				
53	345-BELG	DELL	8	\$5,195.45	\$41,563.60
	Description: 7.68TB SSD SAS Read Intensive up to 24Gbps 512e 2.5in Hot-Plug 1DWPD , AG Drive				
54	345-BEOZ	DELL	2	\$1,771.06	\$3,542.12
	Description: 1.6TB SSD SAS Mixed Use up to 24Gbps 512e 2.5in Hot-Plug 3DWPD , AG Drive				
55	492-BBDI	DELL	2	\$6.82	\$13.64
	Description: C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America				
56	540-BDHF	DELL	1	\$219.68	\$219.68
	Description: Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height, V2				

TOTALS

Subtotal	\$79,573.01
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price	\$79,573.01

This quote is WWT Confidential Information.

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Prices are subject to change if new tariffs or duties are enacted after the date of this quote.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc> ; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

In the event of increased OEM Products costs due to circumstances beyond WWT's control, including but not limited to tariffs or duties becoming effective, or changes in government regulations affecting the cost of OEM Products, WWT reserves the right to adjust our prices accordingly. WWT will timely communicate such pricing adjustments to Customer.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.
WWT prices are subject to change if new tariffs or duties are enacted after the date of this quote.

ASSIGNMENT OF NASPO MASTER AGREEMENT 23004

This Assignment Agreement is by and among the State of Minnesota, acting through its Commissioner of Administration (State), Dell Inc., One Dell Way, Round Rock, TX 78682 (Original Contractor), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (Assigned Contractor).

WHEREAS, the State has an agreement with the Original Contractor identified as Contract 23004, effective July 14, 2023, through June 30, 2025 (Contract), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Assigned Contractor is assigned Contract 23026 to accommodate participating addenda under the Master Agreement.
2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.
3. The State hereby approves the request of the Original Contractor to assign the Assigned Contractor all its interests, rights, and responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.
4. Representations and Warranties:
 - a. The Original Contractor represents and warrants to the State that it is not in default of any of its obligations under the Contract.
 - b. The Assigned Contractor represents and warrants to the State that: (i) as of the effective date of this Assignment Agreement, the Assigned Contractor will have received sufficient information, right to technology, and key personnel sufficient to properly perform the duties, responsibilities, obligations, and all other provisions assigned to it, and (ii) the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.
 - c. The representations and warranties set forth in this Section 4 are for the sole benefit of the State and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including the Original Contractor and the Assigned Contractor) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Agreement.
5. The Assigned Contractor accepts assignment of all of the provisions of the Contract.
6. Any and all amounts due to the Original Contractor by a Participating Entity for goods or services provided by the Original Contractor prior to July 14, 2023, under the Contract will be paid to the Original Contractor by the Participating Entity. Any and all amounts due under the Contract on or after July 14, 2023, will be paid to the Assigned Contractor by the Participating Entity and the Original Contractor.
7. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the

total payments made to the Original Contractor.

8. If applicable, the Assigned Contractor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.
9. If applicable, the Assigned Contractor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.
10. If applicable, the Assigned Contractor will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights.

This Assignment Agreement is effective upon the date that the final required signatures are obtained.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR

Dell Inc.

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Christopher Alan Garcia
Signature ID: ECE99192885E4FE...
Christopher Alan Garcia
Printed Name

Title: Asst. Corp Secretary & SVP Legal

Date: 9/7/2023

By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. §16C.03, Subd. 3.

By: Elizabeth M. Randa
Signature ID: 42DE739C8ED492...
Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 9/7/2023

2. ASSIGNED CONTRACTOR

Dell Marketing L.P.

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Katherine Castillo
Signature ID: 8DEF23302D0B4B8...
Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 9/7/2023

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Andy Doran
Signature ID: 66D02A26D7604BA...
Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 9/7/2023

EXHIBIT A: CONTRACT

Attached and incorporated into Exhibit A is the following document(s):

- NASPO Master Agreement 23004.



NASPO ValuePoint Master Agreement No.: 23004

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and Dell Inc., whose designated business address is One Dell Way, Round Rock, TX 78682 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and
4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.
- c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

2. Representations and Warranties

- a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.
- b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.
- c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. Awarded Band(s)

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems
 Band 2, Personal Computer Devices - Non-Windows Operating Systems
 Band 3, Servers and Storage

4. Configuration Dollar Limits

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000).

<u>ITEM</u>	<u>CONFIGURATION</u>
Band One	\$15,000
Band Two	\$15,000
Band Three	\$1,000,000
Peripherals	\$10,000
Services	Addressed in the Participating Addendum

5. Restrictions

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

2. Any software purchased must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.
2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.
2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

6. Authorized Representative

- a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

- b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Ashley Salinas, SLED Contract Program Manager.

Ashley Salinas, SLED Contract Program Manager
Dell Inc.
One Dell Way
Round Rock, TX 78682
A.Salinas@dell.com
Phone: 512.542.1237

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. Notices

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule
Exhibit E: Contractor Terms and Conditions

9. Survival of Terms:

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

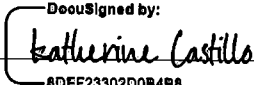
10. Entire Agreement

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Katherine Castillo

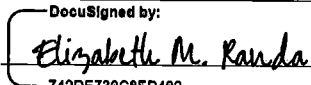
Signature: 
DocuSigned by: Katherine Castillo
8DEF23302D0B4B8...

Title: Paralegal Advisor Date: 7/14/2023

2. State Agency

With delegated authority

Print name: Elizabeth M. Randa

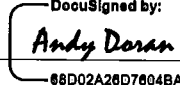
Signature: 
DocuSigned by: Elizabeth M. Randa
742DE738C8ED492...

Title: Acquisition Management Specialist Date: 7/14/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Andy Doran

Signature: 
DocuSigned by: Andy Doran
68D02A28D7804BA...

Title: IT Acquisitions Supervisor Date: 7/14/2023

**Alternate Contract Source (ACS)
No. 43210000-23-NASPO-ACS
For
Computer Equipment, Peripherals, and Related Services**

This Alternate Contract Source No. 43210000-23-NASPO-ACS Computer Equipment, Peripherals, and Related Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Dell Marketing L.P. (Contractor), located at One Dell Way, Round Rock, TX 78682, collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Minnesota (Lead State), competitively procured computer equipment, peripherals, and related services and executed Contract No. 23004, Computer Equipment, Peripherals & Related Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective July 1, 2023, and its term currently ends on June 30, 2025. The Master Contract has three years of renewals available, in increments as determined by the Lead State. The Contract will become effective on February 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on June 30, 2025, unless terminated earlier or renewed in accordance with Exhibit B, Special Contract Conditions.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Price Schedule

**Alternate Contract Source (ACS)
No. 43210000-23-NASPO-ACS
For
Computer Equipment, Peripherals, and Related Services**

- e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Scope

This Contract includes the entire scope of the products and services available through the Master Contract. The Contractor is authorized through the Master Contract to sell desktops, laptops, tablets, ruggedized devices, and other commodities related to computer equipment purchases in product Band 1 – Personal Computer Devices – Windows Operating Systems, product Band 2 – Personal Computer Devices - Non-Windows Operating Systems, and product Band 3 – Servers and Storage.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Customer may include Customer specific terms and conditions and the Contractor reserves the right to accept additional terms and conditions in a separate agreement issued pursuant to this Contract.

5. Primary Contacts.

Department's Contract Manager:

Bradley Beech
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 487- 9847
Email: Bradley.Beech@dms.fl.gov

Contractor's Contract Manager:

Ashley Salinas
Dell Marketing L.P.
One Dell Way, R1-33
Round Rock, TX 78682
512-542-1237
A.Salinas@dell.com

**Alternate Contract Source (ACS)
No. 43210000-23-NASPO-ACS
For
Computer Equipment, Peripherals, and Related Services**

6. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

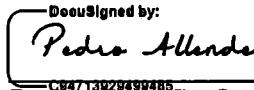
DELL MARKETING L.P.

DocuSigned by:

7F52A1A3BB38A14...
Katherine Castillo, Paralegal Supervisor

1/17/2024 | 4:05 PM EST
Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

C84713929499485
Pedro Allende, Secretary

1/23/2024 | 2:05 PM EST
Date:



▶ We Serve Those Who Serve Florida

Ron DeSantis, Governor

Pedro Allende, Secretary

**PARTICIPATION IN NASPO VALUEPOINT MASTER AGREEMENTS
BY
PUBLIC ENTITIES IN THE STATE OF FLORIDA**

As the NASPO member from the State of Florida, the Florida Chief Procurement Officer has authorized NASPO ValuePoint to make NASPO ValuePoint contracts available to all authorized public entities, except a public entity subject to the jurisdiction of a chief procurement officer (CPO) established in statute, rule, or law. Public entities subject to the jurisdiction of a CPO may participate in NASPO ValuePoint contracts as authorized by the CPO.

The State of Florida has notified NASPO ValuePoint that each authorized public entity that is not subject to the jurisdiction of a CPO as identified above, including political subdivisions, has their own procurement authority. They may execute ValuePoint participating addendums with any current NASPO ValuePoint contractor provided the execution falls within the statutory procurement authority of the authorized public entity.

Scanned copies of all executed participating addendums are to be sent by email in PDF format to pa@naspovaluepoint.org.

This authorization may be rescinded at any time by the Florida CPO or their delegate.

Questions regarding this notice may be sent to NASPO ValuePoint by email at info@naspovaluepoint.org

Effective Date: September 11, 2023

Brandon Spencer, Florida Chief Procurement Officer

Exhibit D: Price Schedule*NASPO ValuePoint Computer Equipment (2023-2028)***CONTROL SET**

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Awarded Bands:

 x Band 1: Personal Computing Devices (Windows)
 x Band 2: Personal Computing Devices (Non-Windows)
 x Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
2	2B	Band 2 - Minimum Discount	18.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
3	3B	Band 3 - Minimum Discount	18.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
	S-1	Standalone Services	4.0%
	S-2	Warranty Services	4.0%
	S-3	Training and Other Professional Services	4.0%

Exhibit D: Price Schedule

Discount Structure

Master Agreement: 23004
Contractor Name: Dell Marketing, LP
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1B-1	Desktops - Alienware, Inspiron, Vostro, XPS	0.5%
1	1B-2	Notebooks - Alienware, Inspiron, Vostro, XPS	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
1	1T-1	Selected Third Party - Software and Peripherals	0.5%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	2B	Band 2 - Minimum Discount	18.0%
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%

Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	3B	Band 3 - Minimum Discount	18.0%
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
3	3T-1	Selected Third Party - Software and Peripherals	0.5%

Exhibit D: Price Schedule**Volume-Based Discounts**

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Bands 1 & 2**1. Per Transaction Multiple Unit Discount(s)**

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min \$ Single Transaction	Max \$ Single Transaction	Per Transaction Multiple Unit Discount
\$100,000.00	\$199,999.99	1.0%
\$200,000.00	\$399,999.99	2.0%
\$400,000.00	\$599,999.99	4.0%
\$600,000.00	\$999,999.99	6.0%
\$1,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Threshold	Discount Level
Up to 2B	0.0%
\$2B to \$4B	1.0%
\$4B to \$6B	2.0%
\$6B to \$8B	3.0%
\$8B to \$10B	4.0%
Greater than \$10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

3. Other Discount(s)

none

Band 3**1. Per Transaction Multiple Unit Discount(s)**

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min \$ Single Transaction	Max \$ Single Transaction	Per Transaction Multiple Unit Discount
\$250,000.00	\$499,999.99	1.0%
\$500,000.00	\$999,999.99	2.0%
\$1,000,000.00	\$1,499,999.99	4.0%
\$1,500,000.00	\$1,999,999.99	6.0%
\$2,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Column1	Discount Level
Up to 2B	0.0%
\$2B to \$4B	1.0%
\$4B to \$6B	2.0%
\$6B to \$8B	3.0%
\$8B to \$10B	4.0%
Greater than \$10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

3. Other Discount(s)

Additional discount(s) available.

none

Exhibit D: Price Schedule

Services

Master Agreement: 23004

Contractor Name: Dell Marketing, LP

Each Purchasing Entity will determine if and how services will be offered in the Participating

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	Description of Service	Percent Discount
S-1	Standalone Services	4.0%
S-2	Warranty Services	4.0%
S-3	Training and Other Professional Services	4.0%

Master Agreement: 23004

Contractor Name: Dell Marketing, LP

All Awarded Bands

Optional: Lease Rates

Dell Financial Services (DFS') payment solutions offer flexible end-of term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annually.

DFS payment solution rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. Our rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and solution structure. Once a payment schedule has commenced, the rate remains constant for the term of the schedule.

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Florida	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Florida	United Data Technologies, Inc.	2900 Monarch Lakes Blvd., Suite 20 Miramar, FL 33027	N/A	Mike Hendrix	mhendrix@udtonline.com 954-415-0880
Florida	World Wide Technology, LLC	1 World Wide Way St. Louis, MO 63146	MBE	Carol Harting	carol.harting@wwt.com 314-995-6103
Hawaii	SHI International Corp	290 Davidson Avenue, Somerset, NJ 08873	N/A	Katie Grennan	Katie_Grennan@shi.com 848-248-3129
Hawaii	CDW Government LLC	200 N Milwaukee Ave Vernon Hills, IL 60061	N/A	Luke Anderson	lukeand@cdwg.com 847-419-7416
Hawaii	DK Tech Solutions LLC	3340 Pacific Heights Rd Honolulu, HI 96813	N/A	Jeff Kakinami	naspo@dktechsolutions.com 808-392-0557
Hawaii	GovConnection, Inc. d/b/a Connection Public Sector Solutions	732 Milford Road Merrimack, NH 03054-4631	N/A	Jason Krage	jason.krage@connection.com 800-800-0019 x33811
Hawaii	PC Specialists, Inc. dba Technology Integration Group, (TIG)	11860 Community Road Ste 160 Poway. CA 92064	N/A	Roland Yee	roland.yee@convergetp.com 808-524-6652 x1562
Hawaii	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Hawaii	vCORE Technology Partners LLC	1355 N. Scottsdale Road #140 Scottsdale, AZ 85257	N/A	Mike Skochinski	Michael.skochinski@ahead.com 714-287-9194
Hawaii	World Wide Technology, LLC	1 World Wide Way St. Louis, MO 63146	N/A	Carol Harting	carol.harting@wwt.com 314-995-6103
Hawaii	Xerox Hawaii	5657 Copley Drive San Diego, CA 92111	N/A	Deanna Lum	xeroxhawaii.sales@xerox.com 808-543-6250
Hawaii	ZR Systems Group LLC	98-810 Moanalua Road, Bay H-4 Aiea, HI 96701	N/A	Ricky Zheng	ricky@evocative.com 808-369-1051
Idaho	Ahead, Inc.	401 N Michigan Ave Ste 3400 Chicago, IL 60675-6980	N/A	Mike Pfaff	mike.pfaff@ahead.com 707-888-1010
Idaho	Cerium Networks Inc	1636 W. 1 st Ave Spokane, WA 99201	N/A	Susan Anderson	sanderson@ceriumnetworks.com 206-826-7547
Idaho	CompuNet, Inc.	111 S. Silverstone Way, Ste 200 Meridian, ID 83642	N/A	Rainer Engel	rengel@compunet.biz 801-747-5056

TOWN OF JUPITER
Approval of EPW 2025-25, Janitorial Services for the Town Hall and Police Department Buildings



DATE	November 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	David Rotar, Public Works Superintendent
SUBJECT	Approval of Resolution 113-25 and the award of EPW 2025-25, Janitorial Maintenance Services for Town Hall and the Police Department Facilities to Ceiling To Floor Cleaning, Inc. in an amount not to exceed \$67,938.00

EXECUTIVE SUMMARY

Town staff is requesting the Town Council's approval of Resolution 113-25 awarding Contract EPW 2025-25, Janitorial Maintenance Services for the Town Hall and Police Department facilities to Ceiling To Floor Cleaning, Inc. for an amount not to exceed \$67,938.00. The project scope consists of cleaning and janitorial maintenance services for the Town Hall and Police Department facilities and will replace contract EPW 2022-35 which expired on September 30, 2025.

The term for performance under this contract will begin on December 1, 2025, and end on November 30, 2026. The Town may renew this contract for two (2) additional one (1) year periods subject to vendor agreement, satisfactory performance as evaluated by Town staff, and Town Manager approval. This project was budgeted in the Fiscal Year 2026 Operating Budget.

Publicly advertised unit price competitive bids were solicited via EUNA OpenBids, formerly DemandStar (www.DemandStar.com), from qualified vendors capable of performing the work. On October 15, 2025, fourteen (14) bids were submitted for the subject project (see attached bid tabulation). Town staff reviewed the bid and determined that Ceiling To Floor Cleaning, Inc. was the lowest, most responsive, and responsible bidder with a total bid amount of \$67,938.00. The apparent low bidder, W&G, submitted a non-responsive bid and was removed from consideration.

Town staff recommends the approval of Resolution 113-25 awarding Contract EPW 2025-25, Janitorial Maintenance Services for Town Hall and Police Department Facilities to Ceiling To Floor Cleaning, Inc. for an amount not to exceed \$67,938.00.

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

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's policy.

Resolution 113-25 authorizes the award of Contract EPW 2025-25 Janitorial Maintenance

Services for the Town Hall and Police Department Facilities to Ceiling To Floor Cleaning, Inc. for an amount not to exceed \$67,938.00. Approval by Town Council of this item will authorize the Mayor to execute the contract on its behalf.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Resolution 113-25
2. Bid Tabulation Sheet EPW2025-25
3. Letter Contract_Ceiling to Floor Cleaning, Inc.

FUNDING SOURCE

Amount of this Request	\$67,938.00	
Amount Approved in Budget	\$80,883.00	Sources: Sources:Public Works Building Janitorial Account 00132141-534014
Additional Funding Requested	\$	Sources*:

For more information or copies of the attachments, please contact Michael Schneider at michaelsc@jupiter.fl.us or 561-741-2547.

RESOLUTION NO. 113-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AWARDED CONTRACT EPW 2025-25, JANITORIAL MAINTENANCE SERVICES FOR TOWN HALL AND POLICE DEPARTMENT FACILITIES TO CEILING TO FLOOR CLEANING, INC. IN AN AMOUNT NOT TO EXCEED \$67,938.00

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

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

WHEREAS, the Town's Engineering and Public Works Department solicited bids for Contract EPW 2025-25, Janitorial Maintenance Services for the Town Hall and Police Department Facilities; and

WHEREAS, the services consists of providing Janitorial Maintenance Services for the Town Hall and Police Department Facilities; and

WHEREAS, based on the recommendation of Town Staff, Town Council has determined that Ceiling to Floor Cleaning, Inc. is qualified to provide the services sought by the Town pursuant to its solicitation of bids; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2025-25 in an amount not to exceed \$67,938.00 to Ceiling to Floor Cleaning Inc.; and

WHEREAS, the funds for this work were budgeted in next fiscal year's operating budget in order to provide for the funding of the Janitorial Maintenance Service.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the contract with Ceiling to Floor Cleaning, Inc. in an amount not to exceed \$67,938.00.

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



TOWN OF JUPITER ITB BID TABULATION

CALL TO ORDER: 11:00AM
BID Title: TH & PD Janitorial Services
BID #: EPW 2025-25

OPENING DATE AND TIME: October 15, 2025 @ 11:00
LOCATION: Community Room
IN ATTENDANCE:
Michael Schneider
Merriane Lahmeur

<u>VENDOR</u>	<u>GENERAL BID PRICE</u>	<u>ALTERNATE BID ITEM PRICE</u>	<u>TOTAL BID PRICE</u>	<u>CORRECTED BID PRICE</u>
W&G	\$62,100.00	\$3,840.00	\$65,940.00	*no license information provided
WeClean Commercial Cleaning LLC	\$74,987.52	\$4,168.68	\$74,987.52	\$76,156.19
CSS	\$94,827.67	\$6,830.00	\$101,658.04	\$101,658.44
24 Hours	\$80,000.00	\$2,400.00	\$82,400.00	\$82,300.00
Jumep Multy Services LLC	\$61,000.00	NO BID	\$61,000.00	*did not bid alternate item
Ceiling To Floor	\$63,138.00	\$4,800.00	\$67,938.00	**lowest, responsive bidder**
United Services Inc.	\$130,325.92	\$2,968.08	\$133,294.00	\$133,394.00
Executive Property Services LLC	\$11,166.00	\$272.00	\$11,438.00	\$85,256.00



TOWN OF JUPITER ITB BID TABULATION

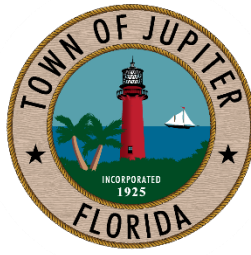
Palm Beach & Broward Building Maintenance	\$100,882.68	\$8,277.36	\$109,160.04	\$117,988.84
AK Building Services	\$69,916.88	\$4,156.80	\$74,073.68	\$74,073.71
Clean Space LLC	\$118,713.80	\$10,688.28	\$129,402.08	\$129,502.08
Image Janitorial Services, Inc.	\$79,200.00	\$10,400.04	\$89,600.04	
SCSI	\$60,037.60	\$4,784.04	\$64,821.64	*did not bid strip and wax of PD
AAA Facility Solutions LLC	\$72,116.00	\$960.00	\$73,076.00	

Apparent low bidder: Jumep Multy Services LLC



TOWN OF JUPITER ITB BID TABULATION

Bid Closing time: 11:22 AM



October 24, 2025

Ms. Aisha Styles
Ceiling to Floor Cleaning, Inc.
P.O. Box 773443
Coral Springs, FL 33077

Re: EPW 2025-25 Janitorial Maintenance Services of Town Hall and Police Department Facilities

Dear Ms. Styles:

In accordance with your firm's proposal dated October 15, 2025 (copy attached), which is hereby accepted by the Town, and in accordance with the Scope of Work (Exhibit 1 attached), upon execution of this Letter Contract you are authorized to proceed with janitorial maintenance services for the Fixed Not To Exceed Price of \$67,938.00 (Sixty-Seven Thousand Nine Hundred Thirty-Eight Dollars and No Cents). The Fixed Not To Exceed Price shall be for all the Work and include, but not be limited to, all labor, supervision, travel time, equipment, material, supplies, permits, fuel, project overhead, home office overhead, any incidentals, and profit required to complete the scope of work.

In accordance with Paragraph 1.3 of the Contract Standard Terms and Conditions, the contract term for performance of the work has been established at 365 Calendar Days. The term of performance shall commence on December 01, 2025 and unless renewed by the Town in accordance with the Invitation to Bid, it shall terminate on November 30, 2026.

The Town of Jupiter Letter Contract Standard Terms and Conditions are attached, as well as the Town of Jupiter Supplemental Agreement Form, Payment Application, and Certification Disbursement of Previous Periodic Payment to Subcontractor's form and are incorporated by reference into this Letter Contract. All work, operations, and submittals shall be done in accordance with these terms and conditions. As required in Condition 1.24, all contract changes shall be authorized in writing by the Town of Jupiter prior to initiating and completing the work.

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, faxed copy of this letter contract with proof of insurance, as indicated above, to this office. Please mail the signed original to this office. You are required to obtain a Town of Jupiter Permit, if applicable, as well as a Town Business Registration prior to the start of work. All correspondence, including invoices, shall reference Contract EPW 2025-25. Your cooperation is appreciated.

Please see the attachment signature page for your firm's execution. If you have questions, please contact us.

Sincerely,

David Rotar, CFM, Public Works Superintendent

CONTRACT EPW 2025-25

ATTEST

THE TOWN OF JUPITER

By: _____
Merriane Lahmeur, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

Town of Jupiter Letter Contract Standard Terms and Conditions - Contractor

- 1.1. The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the work, and shall perform the required work in accordance with Exhibit 1, Scope of Work.
- 1.2. CONTRACTOR shall provide the TOWN with a copy of its Business Registration to do business as a Janitorial Contractor in the State of Florida, and shall obtain a business tax receipt from Palm Beach County prior to commencing any work under the CONTRACT.
- 1.3. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT TERM may be changed only by a change order or written amendment. Unless extended or terminated, the TERM of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and terminate on November 30, 2026.
- 1.4. As a condition precedent to an extension of CONTRACT Time the CONTRACTOR must submit to the TOWN: A preliminary request for an extension of CONTRACT Time in writing to the TOWN within seven (7) calendar days after the commencement of a delay to any work activity that will delay the overall completion of the project. If the CONTRACTOR fails to submit this required preliminary request for an extension of CONTRACT Time, the CONTRACTOR fully, completely, absolutely and irrevocably waives any entitlement to an extension of CONTRACT Time for that delay.
- 1.5. No damages for CONTRACT delay. No claims for damages or any claim other than an extension of time shall be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.
- 1.6. This Section Not Used
- 1.7. This Section Not Used
- 1.8. The CONTRACTOR shall check all Plans and Specifications furnished to him immediately upon their receipt and shall promptly notify the TOWN of all errors, inconsistencies, omissions and discrepancies. Figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. No deviations shall be made by the CONTRACTOR, unless explicitly authorized by the TOWN. All approved deviations from the Specifications and Plans will be compiled and provided to the TOWN. The TOWN may furnish from time to time such detail Plans and other information considered necessary to clarify the CONTRACT Documents.
- 1.9. Perform all work to the satisfaction of the Public Works Superintendent or his Designee. The Superintendent will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.
- 1.10. Changes made by the Superintendent will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Superintendent and in accordance with the Contract Documents
- 1.11. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverage's and minimum limits of liability.
- 1.12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- 1.13. COMPREHENSIVE GENERAL LIABILITY \$2,000,000.00 General Aggregate - with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury

Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.

- 1.14. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- 1.15. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- 1.16. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.
- 1.17. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County or City law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 1.18. The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN
- 1.19. The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.
- 1.20. The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.
- 1.21. This Section Not Used
- 1.22. This Section Not Used
- 1.23. If satisfactory progress is being made, the CONTRACTOR may request partial payments on monthly estimates, based on the actual work done or completed, which request may be approved and paid by the TOWN. All payment requests shall be submitted on an approved Town of Jupiter Contractor Invoice form accompanied with a completed Certification Disbursement of Previous Periodic Payment to Subcontractors for any previous disbursements made by the Town. The CONTRACTOR shall provide a final waiver of lien

on the standard form attached to this CONTRACT prior to the TOWN making final payment for the work.

- 1.24. The TOWN reserves the right to make alterations in the character of the work, which involve a change in the nature of the design, in the type of construction or which materially increases, or decreases the cost or time of performance.
- 1.25. Any other written order from the TOWN, which causes any such change, shall be treated as a Supplemental Agreement under this clause. No additional compensation or change in CONTRACT time will be allowed in the absence of a Supplemental Agreement signed by an authorized TOWN representative. If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for the performance of any part of the work under this CONTRACT, whether or not changed by any order, an equitable adjustment shall be made and the CONTRACT modified in writing accordingly.
- 1.26. The CONTRACTOR shall give written notice to the TOWN of any claim for an increase in the CONTRACT sum or CONTRACT performance period arising under or relating to the CONTRACT within seven (7) days after the occurrence of the event-giving rise to such claim. Submission of timely notice of intent to file a claim, preliminary time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the CONTRACTOR bringing any circuit court or federal court proceeding against the TOWN for the items and for the sums or time set forth in the CONTRACTOR'S written claim, and the failure to provide such notice of intent, preliminary time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the CONTRACTOR of any right to additional compensation or a time extension for such claim.
- 1.27. Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the CONTRACTOR may, at his option, use any equipment, material, article or process which, in the judgment of the Town, is equal to that named.
- 1.28. The CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the TOWN, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. All work, equipment and materials furnished as part of the CONTRACT shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance of the work by the TOWN. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR'S expense.
- 1.29. All work shall be subject to inspection and testing by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the CONTRACT requirements. No inspection or testing by the TOWN shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the TOWN after acceptance of the completed work.
- 1.30. This Section Not Used
- 1.31. The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the

CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as provided in paragraph 1.30. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1910 and 1926, as applicable, and all subsequent revisions and updates.

- 1.32. The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.
- 1.33. In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN Shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.
- 1.34. Audit: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof, may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors of lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 20-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 1.35. Lobbying: Respondent(s) are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a respondent or anyone representing the respondent from communicating with any Town Council members, Town Council's Staff, or any employee authorized to act on behalf of the Town to award a particular contract regarding its request for Pre-Qualification, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date/time of the deadline for submission of the request for Pre-Qualification, and terminates at the time that the Town Council or a Town Department authorized to act on their behalf, awards or approved a contract, rejects all requests for Pre-Qualifications, or otherwise takes action which ends the solicitation process. Respondent(s) may, however contact any Town Council member. Town Council's Staff, or any employee authorized to act on behalf of the Town Council to award a particular contract, via written communication i.e., facsimile, email or U. S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.
- 1.36. In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action must be taken to correct the default within ten (10) calendar days thereof, and the default must be corrected to the satisfaction of the TOWN within ten (10) calendar days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.
- 1.37. The CONTRACTOR may not employ, directly or indirectly, the mayor, any member of the Town Council or any director or department head of the Town. The Town Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the Town, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder or any business entity in which they have a controlling financial interest. Any affected Town employee may seek a conflict of interest opinion from the Town ethics officer prior to the submittal of a Bid or Proposal by the CONTRACTOR. Additionally, any

employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 741-2547,
michaelsc@jupiter.fl.us

Michael Schneider, Special Projects Coordinator
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

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

Town of Jupiter
Attention: Michael Schneider, Special Projects Coordinator
210 Military Trail
Jupiter, FL 33458-5786

- 1.40. Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.
- 1.41. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 1.42. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 1.43. If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
- 1.44. For convenience and to reduce reproduction costs, the Standard Conditions are printed on with a reduced text size. The Town will furnish a full size reproduction upon request of the CONTRACTOR and at no cost to the CONTRACTOR.

END OF STANDARD TERMS AND CONDITIONS

TOWN OF JUPITER
Grant Agreement with FDEP for Daniels Way Water Quality Improvements



DATE	November 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 122-25, Accepting a Grant Agreement with the Florida Department of Environmental Protection for Daniels Way Water Quality Improvements for an amount of \$231,426 and amending the project budget.

EXECUTIVE SUMMARY

Town staff requests approval of Resolution 122-25 authorizing the Town Manager to enter into a cost-reimbursement grant agreement with the Florida Department of Environmental Protection (FDEP) in an amount of \$231,426 for Daniels Way Water Quality Improvements, and a budget amendment to the Daniels Way Water Quality Improvements (S1402) Community Investment Program (CIP) project increasing the grant funded value from \$103,500 to \$231,426, and reducing the Town's contribution from \$166,500 to \$38,574. The total CIP project budget for Daniels Way Water Quality Improvements (S1402) remains unchanged at a value of \$270,000.

Town staff submitted a grant application for an amount of \$103,500, to the Loxahatchee Preserve Initiative (LRPI) for the above referenced project and also requested a separate appropriation from the state for an amount of \$127,926, through the 2025 legislative funding process. As a result, the Town was awarded a total of \$231,426 in grant funding to implement stormwater water quality and bank stabilization improvements on Daniels Way for the betterment of Jones Creek and the Loxahatchee River. The FDEP standard grant agreement for which Town Council approval is requested is provided as Attachment 2.

Funds for design and construction of the proposed improvements on Daniels Way are appropriated in two fiscal year (FY) 2026 CIP projects, namely Daniels Way Water Quality Improvements (S1402) and Stormwater Asset Maintenance (S1290). The proposed improvements will enhance stormwater runoff quality and reduce pollutants introduced into Jones Creek and the Loxahatchee River by stormwater runoff and loose sediment.

Engineering design has started and is expected to be completed by May 2026. Competitive bids for a construction contract will be solicited in June 2026, after which a construction contract will be brought to the Town Council for approval. Construction will be completed by the grant task deadline of July 31, 2027.

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

ANALYSIS

Staff requests approval to enter into a cost reimbursement grant agreement with the FDEP for Daniels Way Water Quality Improvements in an amount of \$231,426 in accordance with the

attached agreement and in accordance with Resolution 122-25, which authorizes the Town Manager to sign the grant agreement on behalf of the Town. An amendment to the Daniels Way Water Quality Improvement (S1402) CIP project budget is also requested to reflect the increase in grant funding from \$103,500 to \$231,426, and a corresponding reduction in the Town's contribution from the Stormwater Renewal and Replacement fund from \$166,500 to \$38,574.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution 122-25
2. Grant Agreement L0230 between FDEP and Town
3. Adopted FY 2026 CIP-Daniels Way WQ Improvements
4. Adopted FY 2026 CIP-SW Asset Maint

FUNDING SOURCE

Amount of this Request	\$0.00	
Amount Approved in Budget	\$103,500.00 <u>\$166,500.00</u> \$270,000.00	Sources*: 41151638-563100-S2402 (LRPI Grant-Daniels Way WQ) 41151038-563100-S2402 (FY26 CIP-Daniels Way WQ) Total Approved Budget
Additional Funding Received	\$127,926.00	Additional grant award received from FDEP

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

RESOLUTION NO. 122-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE DANIELS WAY WATER QUALITY IMPROVEMENTS PROJECT AND AMENDING THE COMMUNITY INVESTMENT PROGRAM (CIP) PROJECT BUDGET.

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

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

WHEREAS, Town staff submitted a grant application for an amount of \$103,500, to the Loxahatchee Preserve Initiative (LRPI) for the Daniels Way Water Quality Improvements project and also requested an appropriation from the state for an amount of \$127,926, through the legislative funding process.; and

WHEREAS, the state awarded the Town a total of \$231,426 in grant funding to be administered by the Florida Department of Environmental Protection (FDEP) for construction of stormwater water quality and bank stabilization improvements on Daniels Way for the benefit of improving water quality in Jones Creek and the Loxahatchee River; and

WHEREAS, the FDEP has prepared Grant Agreement L0230 and provided it to the Town for signature; and

WHEREAS, Town staff and the Town Attorney have reviewed Grant Agreement L0230 prepared by the FDEP for the Daniels Way Water Quality Improvements project and finds it to be acceptable and in proper form; and

WHEREAS, the Town appropriated funds for design and construction of Daniels Way Water Quality Improvements in the Town's Community Investment Program, namely Daniels Way Water Quality Improvements (S2402) and Stormwater Asset Maintenance (S1290); and

WHEREAS, the CIP project budget for Daniels Way Water Quality Improvements will be amended to reflect the increased value of grant funding, from \$103,500 to \$231,426, and a corresponding reduction in the Town's contribution from the Stormwater Renewal and Replacement fund, from \$166,500 to \$38,574; the total CIP project budget will remain unchanged at \$270,000.

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

Section 1. The Grant Agreement between the Town of Jupiter and FDEP for Daniels Way Water Quality Improvements project is hereby accepted.

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

Section 3. Upon the acceptance and execution of the Agreement, the Town shall be responsible for carrying out all responsibilities established therein.

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

11/18/2025

**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): **Jupiter Daniels Way Water Quality Improvements** Agreement Number: **L0230**

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, FL 33458** FEID: **59-6033967**

(Grantee)

3. Agreement Begin Date: **July 01, 2025** Date of Expiration: **January 31, 2028**

4. Project Number: **N/A** Project Location(s): **Lat/Long: (26.9304 -80.1054)**
(If different from Agreement Number)

Project Description: **The Grantee will implement stormwater best management practices, complete bank stabilization, and construct a hydrodynamic separator at the south end of Daniels Way.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 231,426.00	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WSPSTF	\$ 231,426.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 231,426.00

6. Department's Grant Manager Name: Tolulola Adeyewa or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2146 Email: Tolulola.Adeyewa@FloridaDEP.gov	Grantee's Grant Manager Name: Amanda Z. Barnes or successor Address: Town of Jupiter 210 Military Trail Jupiter, FL 33458 Phone: 561-741-2537 Email: UtilGrants@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 F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
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

Frank Kitzerow, Town Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Tolulola Adeyewa, DEP Grant Manager

David M. Taylor, DEP QC Reviewer

**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;
 - (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; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.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

Attachment 1

1 of 14

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 subrecipients 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 Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- 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.
- 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.

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 Grantee's website, if Grantee 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/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards 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/subrecipient 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/subaward 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/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient'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/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward 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/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - 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/subrecipient. 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/subrecipient, 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.

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- 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 Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients 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 subrecipients 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. Subrecipients 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

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of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients 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 purchase 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, and subcontractors/subrecipients 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, and subcontractors/subrecipients; 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/Subawards.

- 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/subrecipient 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/subawards 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/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- 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 or subawarded, Grantee shall similarly require each subcontractor/subrecipient 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 subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients 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/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, 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/subrecipient, 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/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. 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/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded 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/subaward, 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/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, 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/subrecipients, 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/subrecipients 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.

Attachment 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0230**

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 Jupiter Daniels Way Water Quality Improvements. 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 are not authorized under this Agreement.

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/Subaward (Subcontractors/Subrecipients)
☐	☐	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/Subawards.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common

carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient 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 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.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Jupiter Daniels Way Water Quality Improvements

PROJECT LOCATION: The Project will be located in the Town of Jupiter within Palm Beach County; Lat/Long (26.9304, -80.1054).

PROJECT BACKGROUND: Daniels Way within the Town of Jupiter (Grantee) lies within the upper reaches of the Jones Creek Watershed. Water quality monitoring conducted over the years in Jones Creek has shown consistently high levels of fecal indicator bacteria and discharges directly to the southwest fork of the Loxahatchee River, thereby compromising the water quality of the Loxahatchee River. This project will implement best management practices (BMPs) to provide water quality benefits and reduce pollutant loadings in runoff from the residential/commercial area that ultimately discharges into Jones Creek and the Loxahatchee River. These improvements are estimated to reduce at least 1 pound per year of phosphorus and 823.8 pounds per year of total suspended solids in stormwater runoff from Daniels Way which will benefit the water quality in Jones Creek and the Loxahatchee River. This project is part of the Loxahatchee River Preservation Initiative, a multiagency partnership formed in 2000 to seek funding assistance for local projects focused on the preservation and restoration of the water quality and habitats of the Loxahatchee River and its watershed.

PROJECT DESCRIPTION: The Grantee will implement stormwater BMPs, complete bank stabilization, and construct a hydrodynamic separator at the south end of Daniels Way. The existing drainage ditch that conveys stormwater to the Jones Creek outfall will be structurally stabilized by the addition of rock riprap along approximately 800 linear feet of canal bank to minimize erosion and sediment carrying contaminants from entering the receiving water bodies.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Jupiter Daniels Way Water Quality Improvements in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$231,426	07/01/2025	07/31/2027
Total:			\$231,426		

**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 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
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 \$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

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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(1)(n), 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 the current 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 the current 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 <https://www.myfloridacfo.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 the current Rules of the Auditor General, as applicable.
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 the current Rules of the Auditor

Attachment 5

3 of 6

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.	
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.	

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	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
A					
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	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects - LI 1555	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Total Award				\$231,426	

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/compliance.aspx>]). The 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.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2026 - 2030**

Project Name:	Department:	
Daniels Way Water Quality Improvements	Utilities	
Link to Strategic Plan/Strategic Result:	Project #:	Projected In-Service Date:
Safety / Fiscal Responsibility	S2402	2027

Project Description and Justification:

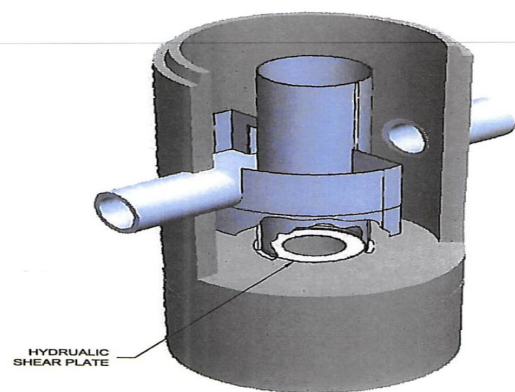
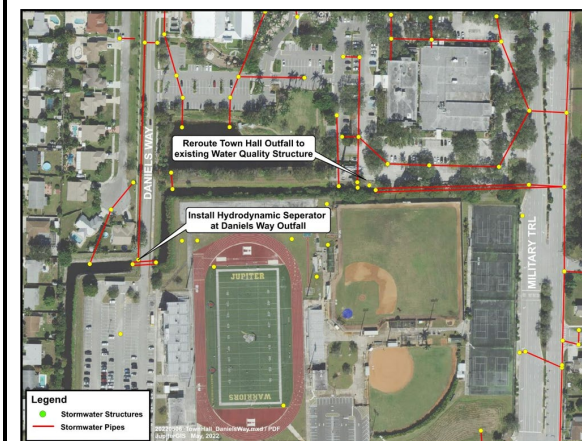
Jupiter High School, Town Hall, and the surrounding areas including Military Trail lie within the upper reaches of the Jones Creek Watershed. Water quality monitoring conducted over the years has shown consistently high fecal indicator bacteria (FIB) levels in Jones Creek, which discharges to the Southwest Fork of the Loxahatchee River and is currently on the FDEP study list and included in the Loxahatchee River Pollutant Reduction Plan. This project includes construction of a hydrodynamic separator at the south end of Daniels Way to enhance runoff water quality before discharging to Jones Creek.

This project supports the Town's Strategic Plan of Fiscal Responsibility by providing effective stormwater system infrastructure to enhance stormwater runoff water quality prior to discharge, thereby protecting the receiving water body and meeting regulatory requirements. This project is intended to address impairments within Jones Creek and the Loxahatchee River, and is integral to the Regional Loxahatchee River Pollutant Reduction Plan.

A grant application to Loxahatchee River Preservation Initiative (LRPI) was submitted in FY2024 and the project was ranked No. 1 by the LRPI; however, funding was not appropriated to the project by the State legislature. Re-submission of the LRPI grant application was made in FY2025 and a grant application was also submitted to FDEP under their non-point source management grant program. The project budget was re-evaluated based on current market trends and increased by \$63,000. Bank stabilization of the high school ditch will occur concurrently with construction of this project, with funding budgeted in the Stormwater Asset Maintenance CIP project.

Location(s) and Program Schedule		In-Service	
Fiscal Yr	Scope	FY/Qtr	Budget
2026	Design, permit and construct drainage improvements on Daniels Way	2027/4	\$270,000
2027			\$0
2028			\$0
2029			\$0
2030			\$0

Project Photo(s) / Map of Location



**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2026 - 2030**

Project Name:							Department:
Daniels Way Water Quality Improvements							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Safety / Fiscal Responsibility							S2402
Project Budget:	Prior to 2026	2026	2027	2028	2029	2030	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$51,300	\$0	\$0	\$0	\$0	\$51,300
Construction	\$0	\$218,700	\$0	\$0	\$0	\$0	\$218,700
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$0	\$270,000	\$0	\$0	\$0	\$0	\$270,000
Funding Sources:	Prior to 2026	2026	2027	2028	2029	2030	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CRA funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Open space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Police impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recreation impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Road impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow/Contribution	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues							
CDBG	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEMA Hazard Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LRPI	\$0	\$103,500	\$0	\$0	\$0	\$0	\$103,500
Grant (TBD)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$166,500	\$0	\$0	\$0	\$0	\$166,500
Water revenues	\$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
Building revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loan proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$270,000	\$0	\$0	\$0	\$0	\$270,000
Previous Years:	Prior to FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Amount Budgeted	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Current Encumbrances							\$0
Remaining Available Budget							\$0

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2026 - 2030**

Project Name:	Department:	
Stormwater Asset Maintenance Program	Utilities	
Link to Strategic Plan/Strategic Result:	Project #:	Projected In-Service Date:
Safety / Fiscal Responsibility	S1290	On-going

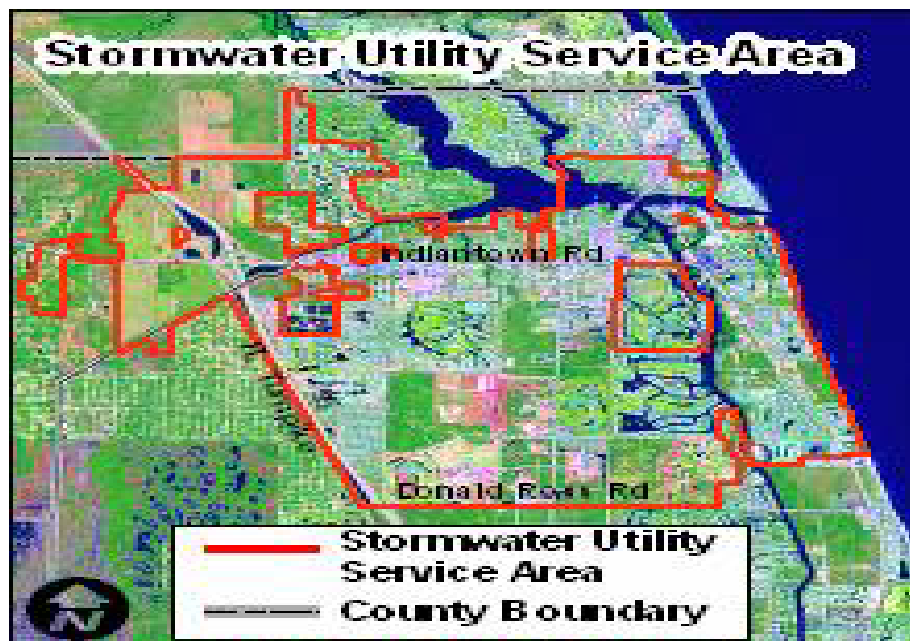
Project Description and Justification:
The Stormwater System contains valuable assets that must be maintained in a reliable, responsive and cost effective manner to maximize useful life. This project provides for maintenance activities related to stormwater system assets including maintenance dredging of detention areas and canals, repairs, cleaning and painting of stormwater facilities, maintenance of pump stations including electrical and control system upgrades for the SCADA system associated with stormwater facilities.

This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by providing for well maintained stormwater utility assets to achieve and maximize useful life. Asset maintenance of stormwater facilities is necessary for the well being and safety of the Town's residents.

Recent work completed under this project includes pump refurbishment, control system upgrades and replacement of remote telemetry units (RTUs) at stormwater pump stations, maintenance dredging at Jonathans Landing canal, and backyard drainage improvement in Pine Gardens North. Projects underway in FY2025 include roof replacement at 7th Street Pump Station, RTU replacement at the Salinity Barrier, Phase 1 outfall replacements in Egret Landing and drainage improvements in Pennock Industrial Park, Bush Road and Fisherman's Landing.

Location(s) and Program Schedule		In-Service	
Fiscal Yr	Scope	FY/Qtr	Budget
2026	Outfall maintenance in Egret Landing (Phase 2) and The Bluffs, restoration of drainage through Alma's Place, bank stabilization in High School Ditch, maintenance painting and repairs to stormwater facilities, control system upgrades to stormwater facilities	2026/4	\$810,462
2027	North Jupiter drainage improvements and swale rehabilitation, outfall maintenance, maintenance painting and repairs to stormwater facilities, SCADA upgrades to stormwater facilities	2027/4	\$173,108
2028	Outfall maintenance, maintenance dredging of Seminole Pond, drainage repairs to Seminole and 7th Street Pump Station trunk lines, maintenance painting and repairs to stormwater facilities, SCADA upgrades to stormwater facilities	2028/4	\$983,469
2029	Outfall maintenance, maintenance painting and repairs to stormwater facilities, SCADA upgrades to stormwater facilities	2029/4	\$147,613
2030	Outfall maintenance, maintenance dredging of Old Jupiter Beach Road pond, Jonathans Landing canal and Old Dixie Ditch, maintenance painting and repairs to stormwater facilities, SCADA upgrades to stormwater facilities	2030/4	\$504,095

Project Photo(s) / Map of Location



TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2026 - 2030

Project Name:							Department:
Stormwater Asset Maintenance Program							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Safety / Fiscal Responsibility							S1290
Project Budget:	Prior to 2026	2026	2027	2028	2029	2030	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$2,782,336	\$810,462	\$173,108	\$983,469	\$147,613	\$504,095	\$5,401,083
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$2,782,336	\$810,462	\$173,108	\$983,469	\$147,613	\$504,095	\$5,401,083
Funding Sources:	Prior to 2026	2026	2027	2028	2029	2030	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CRA funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Open space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Police impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recreation impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Road impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow/Contribution	\$68,983	\$0	\$0	\$0	\$0	\$0	\$68,983
Grant revenues							
CDBG	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEMA Hazard Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LRPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant (TBD)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$2,713,353	\$810,462	\$173,108	\$983,469	\$147,613	\$504,095	\$5,332,100
Water revenues	\$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
Building revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loan proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$2,782,336	\$810,462	\$173,108	\$983,469	\$147,613	\$504,095	\$5,401,083
Previous Years:	Prior to FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Amount Budgeted	\$1,359,430	\$782,276	\$156,597	\$388,109	-\$244,939	\$340,863	\$2,782,336
Amount Expended	\$646,685	\$307,320	\$259,327	\$121,684	\$38,660	\$15,820	\$1,389,496
Current Encumbrances						\$269,470	\$258,595
Remaining Available Budget							\$1,134,245

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

TOWN OF JUPITER
Approval of a Dedication of a Perpetual Easement to FPL at Piatt Fire Station.



DATE	November 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Resolution 129-25 for the Dedication of a Perpetual Easement to Florida Power and Light Company at Piatt Place Fire Station.

EXECUTIVE SUMMARY

Town staff is providing Resolution 129-25 for consideration by Town Council for approval to dedicate to the Florida Power and Light Company (FPL) a perpetual easement for the construction, operation and maintenance of underground electric utility facilities to provide electric service to Piatt Place Fire Station.

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

ANALYSIS

FPL has developed design plans for providing electric service to Piatt Place Fire Station. FPL requires the easement be recorded prior to releasing the job to their contractor for construction. This easement provides FPL with a perpetual easement for the construction, operation, and maintenance of underground electric utility facilities which may be added to or altered from time to time.

The Town Attorney has reviewed the FPL Standard Easement Document for legal sufficiency and the Town has prepared a sketch and legal description defining the proposed limits of the FPL Easement.

Town staff is providing Resolution 129-25 for consideration by Town Council for approval to execute the FPL Easement document.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 129-25
2. FPL Easement Document

FUNDING SOURCE

Funding is not necessary for this request.

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

RESOLUTION NO. 129-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE APPROVAL OF THE DEDICATION OF A PERPETUAL EASEMENT TO FLORIDA POWER AND LIGHT COMPANY AT PIATT FIRE STATION

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

WHEREAS, Florida Power and Light Company (FPL) developed design plans for providing electric service to Piatt Fire Station; and

WHEREAS, FPL requires perpetual easement rights within Town of Jupiter owned land lying along east and south property lines of the Piatt property adjacent to the right of way of US Highway No. 1 and Old Jupiter Beach Road; and

WHEREAS, FPL requires their standard Easement document be executed and recorded which includes a Town prepared sketch and legal description defining the proposed limits of the Easement; and

WHEREAS, the Town has determined it to be in the best interest of the public to grant the aforementioned Easement to FPL; and

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the FPL's Easement document.

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

Work Request No. 14187846

UNDERGROUND EASEMENT (BUSINESS)

Sec. 1, Twp 41, Rge 45

Parcel I.D. 30434106270010000
(Maintained by County Appraiser)

This Instrument Prepared By

Name: Nicholas Grant
Co. Name: Florida Power & Light
Address: 100 S Delaware Blvd
Jupiter, FL 33458

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: _____
(Witness)

Print Address: _____

(Witness' Signature)

Print Name: _____
(Witness)

Print Address: _____

By: _____

Print Name: _____

Print Title: _____

Print Address: _____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me by [] physical presence or [] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

IN WITNESS WHEREOF, the **TOWN** has caused these presents to be executed in its name by its Town Council acting by the Mayor of said Council, the day and year aforesaid.

THE TOWN OF JUPITER

The terms and conditions of the foregoing Florida Power and Light Easement Form, to the extent the same are binding upon the Town, are hereby accepted on behalf of the Town of Jupiter by Jim Kuretski as its duly authorized representative, this _____ day of _____, 2025.

BY: _____

Jim Kuretski, Mayor

ATTESTED BY: _____

Merriane Lahmeur, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY

BY: _____

Thomas J. Baird

Town Attorney

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2025, by Jim Kuretski, Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

Signature of Notary Public, State of Florida

Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "A"**DESCRIPTION:**

A PORTION OF PARCEL 1, AS DESCRIBED IN THE WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 11236, PAGES 1939 THROUGH 1941, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID PARCEL 1; THENCE NORTH 87°16'27" WEST, A DISTANCE OF 11.44 FEET TO THE POINT OF BEGINNING; THENCE S.63°47'27"W., A DISTANCE OF 97.54 FEET; THENCE S.24°37'55"E., A DISTANCE OF 2.70 FEET; THENCE S.65°22'05"W., A DISTANCE OF 15.00 FEET; THENCE N.24°37'55"W., A DISTANCE OF 15.00 FEET; THENCE N.65°22'05"E., A DISTANCE OF 15.00 FEET; THENCE S.24°37'55"E., A DISTANCE OF 2.29 FEET; THENCE N.63°47'27"E., A DISTANCE OF 87.26 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.63°53'17"E., A RADIAL DISTANCE OF 2,944.93 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 08°30'53", A DISTANCE OF 437.65 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.70°54'45"E., A DISTANCE OF 20.01 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.72°24'47"E., A RADIAL DISTANCE OF 2,924.93 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°11'45", A DISTANCE OF 10.00 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.70°54'45"W., A DISTANCE OF 10.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.72°12'46"E., A RADIAL DISTANCE OF 2,934.93 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°20'58", A DISTANCE OF 17.91 FEET;; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.69°48'18"E., A DISTANCE OF 10.01 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.71°52'12"E., A RADIAL DISTANCE OF 2,924.93 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°11'46", A DISTANCE OF 10.01 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.69°48'18"W., A DISTANCE OF 10.01 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.71°40'04"E., A RADIAL DISTANCE OF 2,934.93 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 07°58'28", A DISTANCE OF 408.49 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING, IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 5,769.30 SQUARE FEET OR 0.1324 ACRES, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON SEPTEMBER 10, 2025. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

THIS IS NOT A SURVEY**SHEET 1 OF 3****CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE — SURVEYING

7900 GLADES ROAD — SUITE 100

BOCA RATON, FLORIDA 33434

PHONE(561)-392-1991/FAX(561)-750-1452



Digitally signed by
David Lindley
Date: 2025.09.10
16:55:27 -04'00'
Adobe Acrobat
version:
2025.001.20643

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE 09/10/2025

DRAWN BY SLD

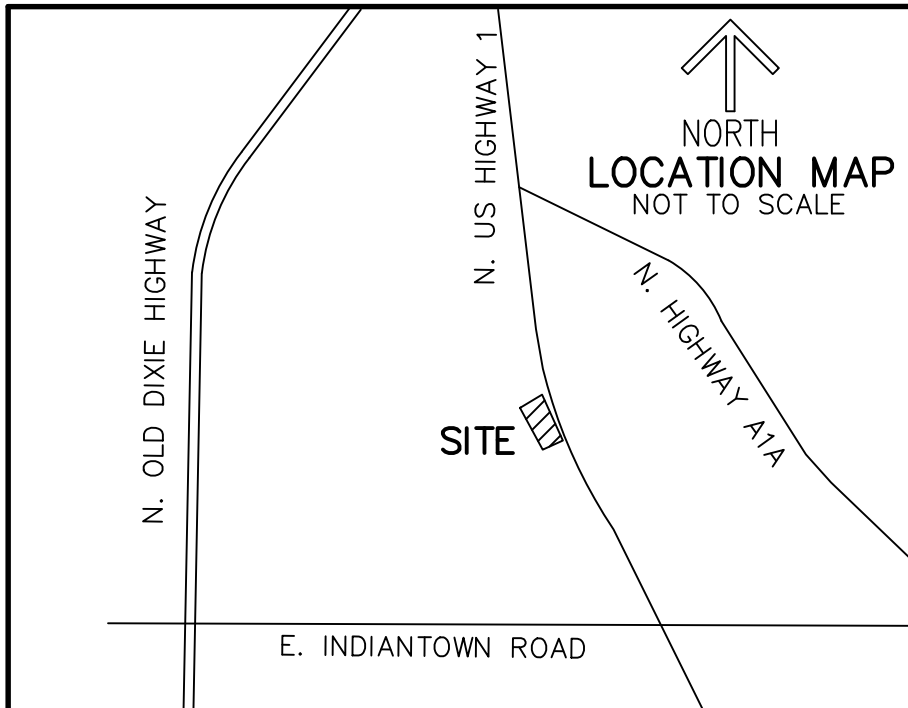
F.B./ PG. N/A

SCALE NONE

JOB# 111203 PIATT FPL1

FLORIDA POWER & LIGHT EASEMENT
PIATT PLACE FIRE STATION
SKETCH AND DESCRIPTION

EXHIBIT "A"

**LEGEND ABBREVIATIONS**

CL - CENTERLINE
 Δ - DELTA (CENTRAL ANGLE)
 L - ARC LENGTH
 R - RADIUS
 P.B. - PLAT BOOK
 PG. - PAGE
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 R/W - RIGHT-OF-WAY
 F.P.L. - FLORIDA POWER & LIGHT
 O.R.B. - OFFICIAL RECORD BOOK
 (D) - DENOTES DEED RECORDED DATA
 (P) - DENOTES PLAT RECORDED DATA

SECTION 06, TOWNSHIP 41 SOUTH, RANGE 43 EAST

SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SKETCH AND DESCRIPTIONS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WESTERLY RIGHT-OF-WAY LINE OF US. HIGHWAY 1 (STATE ROAD NUMBER 5) AS RECORDED IN PLAT BOOK 27, PAGES 33 AND 34, PALM BEACH COUNTY PUBLIC RECORDS, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT.
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

THIS IS NOT A SURVEY**SHEET 2 OF 3****CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE(561)-392-1991/FAX(561)-750-1452

FLORIDA POWER & LIGHT EASEMENT
 PIATT PLACE FIRE STATION
 SKETCH AND DESCRIPTION

DATE 09/10/2025

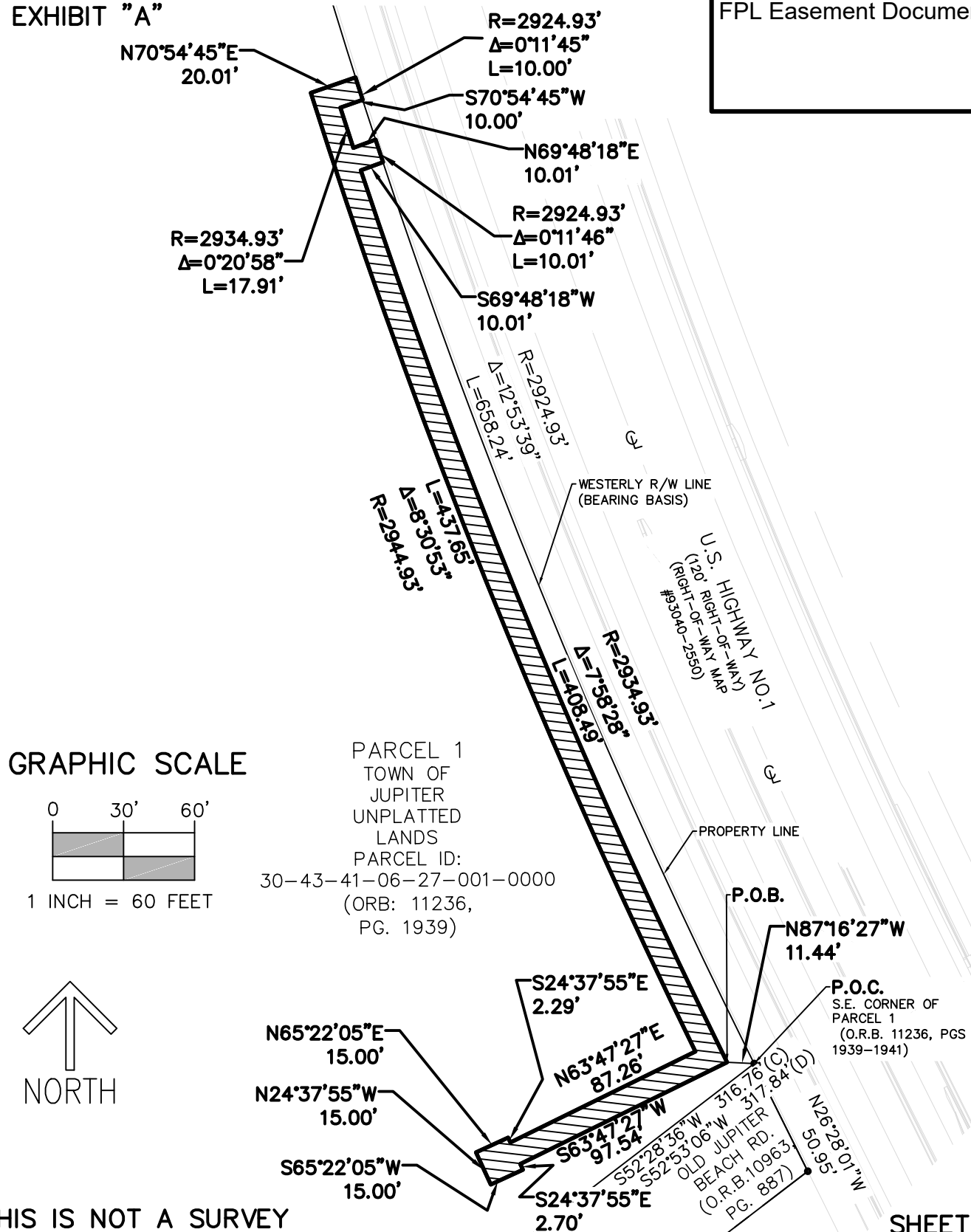
DRAWN BY SLD

F.B./ PG. N/A

SCALE NONE

JOB# 111204 PIATT FPL1

EXHIBIT "A"



THIS IS NOT A SURVEY

SHEET 3 OF 3

**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE(561)-392-1991/FAX(561)-750-1452

FLORIDA POWER & LIGHT EASEMENT
PIATT PLACE FIRE STATION
SKETCH AND DESCRIPTION

DATE 09/10/2025

DRAWN BY SLD

F.B./ PG. N/A

SCALE 1"=60'

JOB# 111205 PIATT FPL1

TOWN OF JUPITER
Margaret W. Niedland Breast Center



DATE	November 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Resolution 110-25, Quasi-Judicial - Margaret W. Niedland Breast Center</u> - Site plan amendment to construct a one-story addition to a medical office building, on a 15.8 +/- acre property, located at 2055 and 2111 Military Trail.

EXECUTIVE SUMMARY

Consideration of a site plan amendment application to construct a one-story 13,077 square foot addition to an existing medical office building referred to as Phase III.

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

ANALYSIS

The proposed Phase III addition will be an addition to the existing 26,500 square foot medical office building built in Phase II. The proposed one-story addition is 24' in height and the architectural style is consistent with the modern contemporary style of the existing building.

Since the Planning and Zoning Commission meeting, the applicant has received traffic performance standards (TPS) approval from Palm Beach County which includes conditions to extend the southbound left turn lane in the existing median of Military Trail and to fund the cost of signalizing the project driveway at Military Trail (see Attachment C). The signalization condition requires a surety bond to be submitted, which would be released if the signal is not warranted based on a signal warrant study. The applicant does not agree with the PBC conditions and is working with PBC to revise the requirements. The County is receptive to removing the traffic condition requiring the extension of the southbound left turn lane, subject to the applicant providing additional analysis. Condition #12 has been added to Resolution #110-25 to require the applicant to meet the PBC TPS conditions, as may be amended.

PLANNING AND ZONING RECOMMENDATION:

At their October 14th meeting, the Planning and Zoning Commission recommended **approval** (by a 6-0 vote) of the application subject to all the conditions of approval with modifications to Conditions 4(a) and 5 to require the perimeter wall to only extend 50' south from Phase III.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 110-25

2. Staff Report and attachments
3. Plans
4. Presentation

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.

RESOLUTION NO. 110-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING AN AMENDMENT TO THE SITE PLAN FOR THE JUPITER MEDICAL PARK AUTHORIZING THE CONSTRUCTION OF A ONE-STORY ADDITION TO AN EXISTING MEDICAL OFFICE BUILDING, LOCATED AT 2055 and 2111 MILITARY TRAIL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Jupiter Medical Center, Inc. is the owner ("the Owner") of approximately 15.8± acres of property ("the subject property") located at 2055 and 2111 Military Trail; and,

WHEREAS, the legal description of the subject property is attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, Cotleur & Hearing ("the Agent") has submitted an application for an amendment to the Jupiter Medical Park site plan to authorize the construction of a one-story 13,077 square foot addition to an existing medical office building on the subject property referred to as Phase III ("the Application"); and,

WHEREAS, the Planning and Zoning Commission reviewed the Application, conducted a public hearing to consider it and has presented its recommendations to the Town Council; and,

WHEREAS, the Town Council has conducted a quasi-judicial hearing to consider the Application; and,

WHEREAS, at its hearing the Town Council considered the evidence presented by the Department of Planning and Zoning staff, the Agent and Owner, other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan and whether it meets the Land Development Regulations of the Town Code; and,

WHEREAS, the Town Council has determined that the conditions which are incorporated into Section 3 are necessary for the Application to be consistent with the Town's Comprehensive Plan and to meet its Land Development Regulations.

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

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 approves an amendment to the Jupiter Medical Park site plan authorizing the construction of a one-story 13,077 square foot addition to an existing medical office building on the subject property referred to as Phase III.

Section 3. The Owner and its successors or assigns shall comply with and maintain the following conditions:

- 1) The Owner shall install and maintain all improvements in compliance with the following:
 - a) Master Plan and Phase III Site Plan, prepared by Cotleur & Hearing, referenced as "Sheets 1 of 3 and 2 of 3", dated 09/08/25, received and dated by the Department of Planning and Zoning on 09/12/25.
 - b) Site details, prepared by Cotleur & Hearing, referenced as "Sheet 3 of 3", dated 03/24/15, received and dated by the Department of Planning and Zoning on 09/12/25.

- 59 c) Landscape Plan and details, prepared by Cotleur & Hearing, referenced as
60 "Sheets 1 of 3 thru 3 of 3", dated 09/08/25, received and dated by the
61 Department of Planning and Zoning on 09/23/25.
- 62 d) Elevations, Roof Plan, and Floor Plan, prepared by DSC Architects, dated
63 09/08/25, received and dated by the Department of Planning and Zoning on
64 09/12/25.
- 65 e) Statement of Use, prepared by Cotleur & Hearing, dated 09/11/25, received and
66 dated by the Department of Planning and Zoning on 09/12/25.
- 67 f) Traffic Statement, prepared by Kimley Horn, dated 07/30/25, received and dated
68 by the Department of Planning and Zoning on 08/04/25.
- 69 2) The uses conducted on the subject property shall be consistent with the Statement of
70 Use, dated 09/11/25, received by the Department of Planning and Zoning on 09/12/25.
- 71 3) Any revisions to the Jupiter Medical Park Site Plan, Statement of Use, or other details
72 submitted as part of the Application, including but not limited to the location of the
73 proposed improvements or additional, revised or deleted colors, materials, or structures,
74 or changes to how the use operates, shall be submitted to the Department of Planning
75 and Zoning (the Department) and shall be subject to its review and approval.
- 76 4) **Landscape Plan.** Upon the submission of the final plans and prior to the issuance of
77 any development permits, the Agent shall revise the landscape plan to:
- 78 a) Extend the eastern perimeter buffer, including the concrete wall and four-foot
79 hedge, 50' south from Phase III.
- 80 b) Provide the required and provided percentage of native plant material and ensure
81 a minimum of 50% of the landscape material provided is native.
- 82 c) Provide the required and provided number of perimeter trees for the entire
83 property.

- 84 5) Prior to the issuance of any engineering and building permits for the proposed addition,
85 the Owner shall install the perimeter buffer including the concrete wall along the east
86 property line as shown on the landscape plan as noted in Condition 4(a) above.
- 87 6) Prior to the issuance of a Vegetation Removal Permit for the removal of exotic
88 vegetation, the Agent shall provide a plan of the removal of the exotic vegetation. The
89 Owner shall comply with the determination of the Natural Resource Division now or in
90 the future regarding the preservation, relocation and/or mitigation of any native species
91 on the subject property. The Owner shall provide appropriate barricades for the native
92 tree species identified by the Natural Resources Division prior to clearing of the subject
93 property. Prior to issuance of the Certificate of Occupancy for the Phase III addition, the
94 Florida Invasive Species Council-listed Category I exotic vegetation shall be removed
95 from the entire subject property.
- 96 7) **Workforce Housing Linkage Fee.** Prior to the issuance of any development permits for
97 the proposed building, the Owner shall pay to the Town a linkage fee of \$6,154.
- 98 8) **Miscellaneous.** Upon the submission of the final plans, and prior to the issuance of any
99 development permits, the Owner shall revise the survey to show the existing 8' public
100 access easement recorded at ORB book 27524, page 1704 which is located on the
101 south side of the subject property.
- 102 9) Upon the submission of the final plans, and prior to the issuance of any development
103 permits, the Owner shall include on the final development plans an 8" gate valve and 2"
104 blowoff to be constructed at the south end of the proposed 8" watermain extension.
- 105 10) The placement of any type of vending machines or units which dispense food,
106 beverages, candy, merchandise, products, goods, handbills, or advertising magazines
107 on the exterior portions of the subject property within public view, is prohibited.

108 11) The conditions of approval herein shall apply to the Owner, Agent and their successors
109 and assigns.

110 12) The Owner shall meet the Palm Beach County traffic performance standards conditions,
111 as may be amended.

112 **Section 4.** Should any section or provision of this resolution, or any portion thereof,
113 and paragraph, sentence, or word, ever be declared by a court of competent jurisdiction to be
114 invalid, such decision shall not affect the validity of the remaining portion of this resolution.

115 **Section 5.** This resolution shall become effective upon its execution.

116 Attachments: Exhibit "A" – Legal Description

117

118 #7421580 v1 26503-00001

LEGAL DESCRIPTION

LENDER CENTER PAR B, PAR C (LESS IRREG SHAPED PAR K/A JUPITER OUTPATIENT SURGERY PAR & WLY 12 FT MILITARY TRL R/W), PAR E (LESS WLY 12 FT MILITARY TRL R/W) & PARS 1 & 2

**Margaret W. Niedland Breast Center Site Plan Application
TOWN MANAGER'S OFFICE**



DATE: November 18, 2025
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **Margaret W. Niedland Breast Center** (quasi-judicial) – Site Plan amendment to construct a one-story addition to a medical office building, on a 15.8± acre property, located at 2111 Military Trail within Jupiter Medical Park.

Res. #110-25	P&Z Commission:	10/14/25
PZ 25-6503	Town Council:	11/18/25
P. Meyer		

Project Information

Project Name:	Margaret W. Niedland Breast Center
Owner/Applicant:	Jupiter Medical Center, INC
Agent:	Cotleur & Hearing
Location:	2055 and 2111 Military Trail
Acreage:	15.8 ± acres
Future Land use designation:	Commercial within the Bioscience Research Protection Overlay
Zoning:	Commercial Office (C3)
Existing use:	52,858 sf medical office building (Phase I) 26,500 sf medical office building (Phase II)
Proposed uses:	13,077 Medical office (Phase III)
Request:	Site plan amendment to construct a 13,077 sf medial office addition to an existing medical office building (see Attachment A).

Applicant issues

The applicant has issue with the conditions contained in the PBC Traffic Performance Standards (TPS) approval letter.

Staff update

Since the Planning and Zoning Commission meeting, the applicant has received traffic performance standards approval from Palm Beach County. The approval is subject to conditions requiring extension of the southbound left turn lane in the median of Military Trail and to fund the cost of signalization at the project driveway and Military Trail (see Attachment C). The signalization condition requires a surety bond to be submitted, which would be released if signal is not warranted based on a signal warrant study. The applicant is working with the County to revise the traffic conditions. The County is receptive to removing the traffic condition requiring

extension of the southbound left turn lane, subject to the applicant providing additional analysis. Staff has added a Condition #12 to Resolution #110-25 requiring the applicant meet the PBC TPS conditions, as may be amended.

Planning and Zoning Recommendation

At their October 14th meeting, the Planning and Zoning Commission, recommended **approval** (by a 6-0 vote) of the application subject to all the conditions of approval with modifications to Conditions 4(a) and 5 to only require the perimeter wall to only extend 50' south from Phase III.

Staff comment: Staff notes that the applicant proposes to install 14' oak trees along the eastern property line of the future phase adjacent to the Botanica development. The Botanica development has a chain link fence and hedge along their property line.

Staff Compliance Review Summary

Staff reviewed the applicant's request (see Attachment A – Statement of Use) and determined the application is consistent with the Comprehensive Plan and Town Code, subject to the conditions recommended in **Resolution 110-25**.

Project Data

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

Table 1: Adjacent Properties

Direction	Existing Land Uses	Future Land Use Zoning Districts
North	Lake (Botanica)	High Density Residential / Residential, Limited Multi-family (R-3)
South	Commercial (Sea Plum Plaza) and multi-family residential (Sandpiper Cove)	Commercial / Commercial, General (C-2) and High Density Residential / Residential, Limited Multi-family (R-3)
East	Single family residential (Botanica)	High Density Residential / Residential, Limited Multi-family (R-3)
West	Military Trail ROW, multi-family residential (Maplecrest), and open space (Floresta)	ROW; High Density Residential / Residential, Residential Single Family (R-1); and High Density Residential / Residential, Limited Multi-family (R-3)

Table 2: Site Plan

	Commercial Office (C3)	Owner's proposal for total site and addition
Lot area (minimum)	30,000.0 square feet	688,438 sf (15.8 ac)
Lot width (minimum)	100.0 feet	1,135.6 feet
Lot depth (minimum)	200.0 feet	605.88 feet
Front setback (West) minimum	50.0 feet	311 feet
Rear setback (East) minimum	30.0 feet	153 feet
Side setback (South) minimum	25 feet	407 feet
Lot coverage (maximum)	35.0 percent	7.59 percent (total building sf)
Building Height (maximum)	50.0 feet	24.0 feet
Green space (minimum)	35%	43% (total greenspace)

Table 3: Landscaping (Phase III)

	Minimum requirements	Owner's proposal
Perimeter trees (quantity)	19	30
Foundation Perimeter Planting (Linear Feet)	187 LF	276 LF
Foundation Perimeter Planting (Square footage)	1,755 SF	3,211 SF
Native trees, shrubs, and groundcovers	50%	Not provided *

Table 4: Traffic (Attachment B)

Traffic Performance Standards (TPS)	Owner's proposal
Satisfies Town of Jupiter TPS	Yes
Satisfies Palm Beach County TPS	Not received – required prior to scheduling for Town Council
Average daily trips	506
AM peak hour trips	37
PM peak hour trips	46

Table 5: Parking

Parking requirements	Required	Provided
Standard Spaces		
Phase I (existing medical office)	261	261
Phase II (existing medical office)	129	179
Phase III (proposed medical exp)	65	68
Handicapped parking spaces	7	14
Total	456	508

Table 6: Stormwater Management

Minimum Requirements	Owner Proposal
Satisfies Town of Jupiter Requirements	Yes

Table 7: Pedestrian Amenities

	Required	Provided
Bicycle Rack	3	4
Bench	3	4
Trash receptacle	3	5

Background

The subject property is located at 2055 and 2111 Military Trail north of the Sea Plum Plaza. The proposed Phase III addition will connect with the existing 26,500 sf medical office building built in Phase II.

To address public outreach with the abutting residents, the applicant mailed invitations for three virtual meetings to those residents of Botanica that directly abut Jupiter Medical Park. According to the applicant, there were no attendees to the first two virtual meetings but one resident attended the third meeting on November 3rd.

Table 3: History of Jupiter Medical Park

Date	
May 2000	Jupiter Outpatient Center - Special exception and site plan approval for a 52,858 square foot medical office building.
July 2004	Jupiter Medical Park - Town Council approval of a special exception and site plan to add 3,020 square feet to existing medical office building and to construct three (3) 34,500 square foot medical office buildings. This development approval expired.
March 2014	Niedland Breast Center – Town Council approved a site plan amendment to construct a 26,500 sf medical office building in Phase II.

Analysis

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

Comprehensive Land Use Plan (CLUP) Consistency. The proposed development is consistent with the Comprehensive Plan. The subject site is consistent with the Town's objectives and policies for Commercial future land use designation.

Zoning District consistency. The proposed medical office use is a permitted use within this zoning district.

Site Plan. The proposal is generally in conformance with the requirements of Chapter 27, entitled "Zoning".

Vegetation and Environmental Preservation. The proposed development's **will be** in conformance with the requirements of Chapter 26, entitled "Vegetation and Environmental Preservation" with the following condition of approval.

- As part of the Phase III addition, the applicant proposes to relocate three Live Oak trees that will be impacted due to the new building addition. The three Live Oaks will be relocated to the east landscape buffer as shown on the landscape plan.
- The applicant indicates that the southern portion of Jupiter Medical Park (referenced as future development) is comprised of 95% exotic vegetation. The applicant proposes to remove the exotic vegetation on the subject property and provide a tree disposition plan for this future area after exotic vegetation removal.
- Pursuant to Section 26-125(a), entitled "Prohibited vegetation", prohibited plant species must be removed in conjunction with proposed land clearing as part of an approved site plan. Based on a staff site visit, there is significant inundation of Category 1 exotic species that are listed on the Florida Invasive Species Council. Therefore, staff recommends a condition that **prior to the issuance of a Vegetation Removal Permit**

for exotic removal, the applicant shall provide a plan of the proposed exotic removal. Natural Resource Division staff shall evaluate any native species for preservation, relocation, and or mitigation in the future. All suitable native tree species shall be appropriately barricaded prior to the commencement of any clearing of the site. Prior to issuance of the Certificate of Occupancy for the Phase III addition, the Florida Invasive Species Council-listed Category I exotic vegetation shall be removed from the subject property.

Landscape Plan. The proposed development's landscape plan is in conformance with the requirements of Chapter 23, entitled "Landscaping".

- The applicant proposes to install oak trees along the eastern property line of the future phase adjacent to the Botanica development. These shade trees will provide screening of the vacant commercial property. Pursuant to Section 27-68, entitled "Property perimeter requirements" a minimum of one tree is required every 25' linear feet, plus a continuous four-foot hedge, and six-foot visually opaque wall. In order to supplement the existing screening that is lost once exotic vegetation has been removed, staff recommended a condition that the opaque wall and four-foot hedge be extended along the eastern property to the southern property line of Jupiter Medical Park. At the applicant's request to modify the length of wall to be installed, the Planning and Zoning Commission **recommended to modify the condition to only extend the perimeter wall 50' south of the Phase III boundary**. In order to replace the existing screening provided by exotic plant material, staff recommends a condition **that the perimeter buffer and wall be installed prior to the issuance of any engineering and building permits for the proposed addition**.
- The applicant indicates the plants that are native but does not indicate the percentage of native plant material provided. Pursuant to Section 23-71(c)(2)(b) 50% of the proposed landscaping material must be native. Therefore, staff recommends a condition to **revise the landscape plan to provide the required and provided percentage of native plant material and ensure a minimum of 50% of the landscape material provided is native**.
- The applicant includes the number of perimeter trees required and provided for Phase III and indicates that perimeter trees in other existing buffers is not applicable. Since the tabular data is for the entire property, the required and provided number of perimeter trees needs to be updated. Therefore, staff recommends a condition to **revise the landscape plan to provide the required and provided number of perimeter trees for the entire property**.

Parking. The proposed development is in conformance with Section 27-2828 entitled, "Standards for required off-street parking and loading spaces".

- Jupiter Medical Park is comprised of three phases and each phase has separate parking calculations provided in the tabular data on the site plan.
- Jupiter Medical Park (all phases) requires 456 parking spaces and a total of 508 parking spaces are provided.

Architecture. The proposed development is in conformance with Section 27-1491 entitled "Architectural design standards". The proposed one-story addition is 24' in height and the architectural style is consistent with the modern contemporary style of the existing building.

Traffic. The proposed application is subject to conformance with Palm Beach County (PBC) and the Town's traffic performance standards.

- Staff has received approval from the Town's traffic engineer. The proposed addition is anticipated to produce 506 new Average Daily Trips, 37 AM Peak Hour, and 46 PM

Peak Hour trips (see Attachment B). The existing development generates 2,972 Average Daily Trips, 221 AM Peak Hour, 281 PM Peak Hour trips.

- Since the Planning and Zoning Commission meeting, the applicant received a PBC Traffic Performance Standards (TPS) letter for the proposed expansion.

Signage. The existing signage is in conformance with Section 27-1493, entitled “District sign regulations”. The applicant does not propose additional signage. Existing monument and wall signs conform to Town code. Staff notes that the subject property is permitted a total of two monument signs since the street frontage exceeds 1,000 feet. However, Cond 5(a) of Resolution No. 17-00 limits the subject property to one monument sign.

Workforce Housing Program Linkage Fee. Pursuant to Section 27-3191, entitled “Commercial and industrial development linkage fee”, the Owner is required to pay two dollars (\$2) per square foot for the new gross square footage minus the first 10,000 square feet of development into the Town’s housing trust fund. The applicant is **required to pay a non-residential development linkage fee of \$6,154** [13,077 sf (proposed building) - 10,000 sf = 3,077 sq. ft. x \$2]. Staff has recommended a condition **to ensure the fee is paid prior to staff issuance of a development permit for the project.**

Miscellaneous.

- The property survey that was submitted to the Town does not include a recorded pedestrian public access easement along the southern property line that overlays the existing pedestrian path. To ensure that the survey is accurate, staff has **recommended a condition requiring the survey to be revised to show the recorded public access easement.**
- The applicant is proposing to install an 8” water main extension from the existing water main in Phase II to the south side of Phase III, adjacent to the area shown as future development. In addition, the applicant proposes to construct a 2” blowoff at the end of the water main. The Utility Department requires that an 8” gate valve with a 2” blowoff be constructed at the south side of Phase III to enable appropriate water distribution system maintenance and future extension of the watermain. Therefore, staff has recommended a condition requiring that an 8” gate valve be constructed in addition to the 2” blowoff.

Site Plan Criteria.

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met 11 out of 12 criteria. The criterion that is not satisfied is:

3. Is the application consistent with all applicable land development regulations and all other portions of the Jupiter Town Code.

Staff has provided conditions of approval for the following code sections that will ensure that the proposed development is in compliance.

- 1) Section 26-125(a), entitled “Prohibited vegetation”
- 2) Section 27-3191, entitled “Commercial and industrial development linkage fee”

Attachments:

Attachment A – Statement of Use
Attachment B – Traffic Generation Statement
Attachment C – PBC traffic performance standards letter

Jupiter Medical Park Master Plan**Major Site Plan Amendment****Statement of Use**

September 11th, 2025

INTRODUCTION

We are requesting approval of a Major Site Amendment on behalf of Jupiter Medical Center, INC for the construction of a 13,077 square foot expansion of the Margaret W. Niedland Breast Center located at 2111 Military Trail, Jupiter, FL 33458 (PCN: 30424112100010020). Jupiter Medical Park is unparalleled in its innovative design, thoughtfully planned to combine state-of-the-art medical care with the surrounding light, airy natural Florida environment. It is the pinnacle of female healthcare in Jupiter offering a broad range of services from imaging to clinical trials along with distinguished amenities such as the Healing Garden. The increase in patients has created a high demand for medical services, notably imaging, which has a wait time of approximately one to three months. The proposed expansion is Phase III of the Jupiter Medical Park Master Plan designed with the vision to provide state-of-the-art healthcare that embraces the natural environment. The expansion of The Margaret W. Niedland Breast Center fulfills a critical need by providing additional medical services and staff in correspondence with the long-term vision of Jupiter Medical Park.

PROJECT CONTACT

All correspondence in connection with this request should be directed to the agents for the applicant:

Landscape Architect/Planner

Cotleur & Hearing
Attn: Zach Ciciera / Donaldson Hearing
1934 Commerce Lane, Suite 1
Jupiter, Florida 33458
(561)406.1033
zciciera@cotleur-hearing.com

Applicant / Owner

Jupiter Medical Center, INC
Attn: Steven Seeley
1210 S Old Dixie Highway
Jupiter, FL 33458

Traffic Engineer

Pinder Troutman
Attn: Linda Ricardi
2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411
(561)296-9698

Civil Engineer

Jeff H. Iravani Inc.
Attn: Jeff Iravani
1934 Commerce Lane, Suite 5
Jupiter, FL 33458
(561) 575-6030
jhi@bellsouth.net

Architect

David Stokes Collaborative
Attn: Leigh Ann Pruitt/Alessandria Palmer
7121 Crossroads Boulevard
Brentwood, TN 37027
(615)726-0010

Surveyor

Lidberg Land Surveying, INC
Attn: David Lidberg
675 West Indiantown Road, Suite 200
Jupiter, FL 33458
(561)746-8454

Geotechnical Consultant

GFA Internation, INC
Attn: David Alker
521 Northwest Enterprise Drive
Port St. Lucie, FL 34986
(772)924-3575

Environmental Consultant

E W Consultants
Attn: Mary Lingren
601 Heritage Drive, Suite 124
Jupiter, FL 33458
(561)623-5475

SITE PLAN DETAILS

The applicant's proposal to expand the Margaret W. Niedland medical center is consistent with the long-term vision of Jupiter Medical Park and Sec. 27-605(1-10) of the Town of Jupiter Code of Ordinances. The site area is 688,438.076 square feet, exceeding the site area minimum of 30 square feet. The front set back is 311 feet, exceeding the minimum of 50 feet. The rear set back is 173 feet exceeding the minimum of 30 feet. The side interior set back to the north is 471 feet and 407 feet to the south, exceeding the minimum of 25 feet. Building B has a height of 42 feet and the the proposed Building C has a height of 24 feet, not exceeding the 50 feet maximum. Greenspace is 43%, exceeding the 35% required.

The proposed 13,077 square foot expansion will house the following:

SPACE	SQAURE FOOTAGE
Imaging	4,292
Waiting Room	2,160
Administrative/Staff Report	1,553
Mindfulness Center	1,414
Lab	1,299
Check-In/Registration	866
Storage	771
Exterior Wall Thickness	559
Building Support	163
TOTAL	13,077 Gross Square Feet

(Does not include 919 square feet of exterior covered space)

The site is located on Military Trail directly adjacent to the Botanica subdivision and directly across from the Maplecrest subdivision. There is a buffer dividing Jupiter Medical Park (C3-Commercial, Office) and Botanica (R3-Limited Multi-Family). The site is approximately 95% exotic species. The applicant has scheduled two community outreach meetings with Botanica to discuss the expansion and review the proposed buffers between the properties.

Pursuant to the 1 space per 200 square feet requirement, the applicant has provided 68 spaces which is an excess of 3 spaces above the required 65. In addition, the applicant has also included 7 ADA spaces per the requirements for 151-200 spaces.

	Required	Provided
Building B	129	179
Building C	65	68
ADA Spaces*	7	7
Total	194	247

*Included in total parking

The proposed expansion southward into the future development area will eventually greatly enhance circulation and accessibility from surrounding blocks and roadways. The applicant eventually intends to provide a future connection pathway on the south end of the site to connect Jupiter Medical Park and Sea Plum Town Center. The southern connective pathway will allow for efficient circulation throughout the Medical Park and with the adjacent commercial property; however, it is not proposed as part of this expansion and should not be considered at this time. With the approval of Phase III, the applicant seeks to continue the long-term vision of the Jupiter Medical Park Master Plan.

ARCHITECTURE

The proposed architecture for the expansion area is a continuation of the existing architectural elements on the current specialty hospital for compatibility and compliance with Section 27-1140(i)(2). The 1-story expansion seeks to create a seamless transition between existing and proposed, utilizing the same ornamentation, color palette, and massing to accentuate the existing Healing Garden.

PHASING

Phase II of this plan was the construction of the Margaret W. Niedland Breast Center. This application is for the completion of Phase III, an expansion to the Breast Center to address the current necessary community healthcare needs. The future development area indicated on the site plan is intended to eventually include an interconnectivity plan between Sea Plum Town Center and Jupiter Medical Center for greater mobility,

accessibility, and a positively integrated community feel. The general location of the future cross-access entrance/exit is included on the attached site plan; however, it should not be considered in conjunction with the Phase III proposal, as the future development area will be planned to accommodate future community needs that cannot be forecasted at this time.

CONCLUSION

The applicant, Jupiter Medical Center, is thrilled to begin Phase III of the Jupiter Medical Park Master Plan with the expansion of the Margaret W. Niedland Breast Center. The Jupiter Medical Park Master Plan remains an exceptionally innovative, environmentally conscious, and community-oriented project by creatively addressing critical healthcare needs. We are committed to collaborating with Town staff throughout the application process. Please contact Zach Ciciera or Donaldson Hearing with Cotleur & Hearing for any questions regarding this request.

Laurey Hood



Land Planner
Cotleur & Hearing
lhoo@cotleur-hearing.com
(561)406-1009



July 30, 2025

Engineering Division
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

**RE: JMC Breast Center Expansion - Traffic Evaluation
Jupiter, Florida**

Kimley-Horn and Associates, Inc. has prepared the following traffic evaluation for the JMC Breast Center Expansion. The site is located just east of the intersection of Maplecrest Circle & Military Trail in Jupiter, Florida. The existing site contains 79,358 square feet of medical office use. The proposed development is an expansion of the existing site adding an additional 13,077 square feet of medical office use to the existing site. The parcel control numbers (PCN) for the site are the following:

- 30-42-41-12-10-001-0010
- 30-42-41-12-10-001-0020

This analysis was conducted in accordance with the requirements of the current countywide Traffic Performance Standards (TPS) ordinance of Palm Beach County as defined in Article 12 of the Unified Land Development Code (ULDC) and the Town of Jupiter.

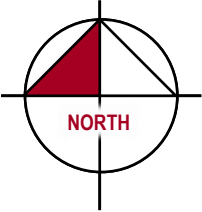
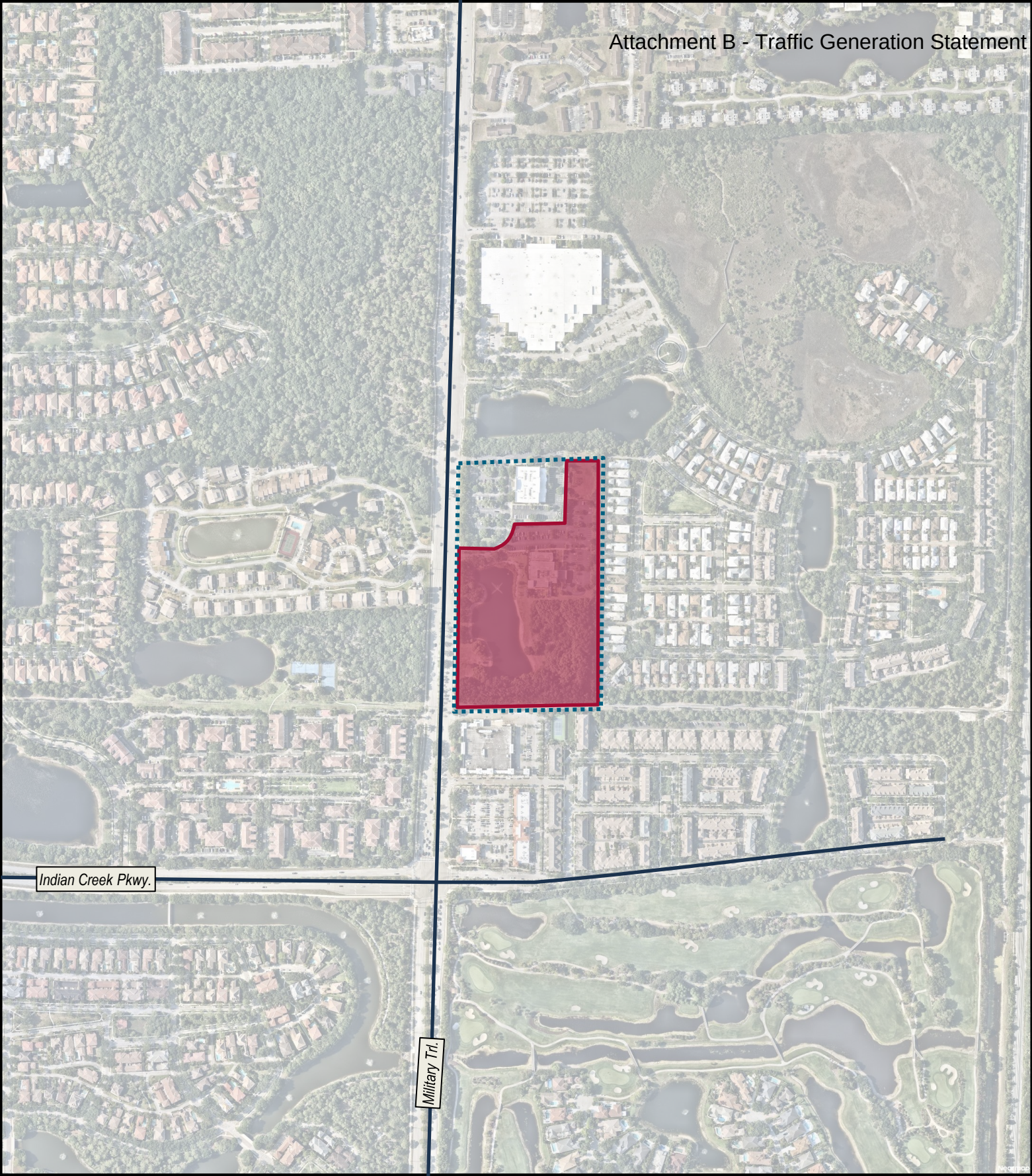
TRIP GENERATION

The trip generation rates and equations published by Palm Beach County Traffic Division and the Institute for Transportation Engineers (ITE) for medical office use were used to calculate the trip generation potential of the proposed development. Table 1 summarizes the trip generation potential of the site.

As indicated in Table 1, the net new external trips from the proposed development are calculated to be 506 net new external daily trips, 37 net new external AM peak hour trips (+29 inbound, +8 outbound), and 46 net new external PM peak hour trips (+13 inbound, +33 outbound).

Table 1: Trip Generation Calculations

Source	Land Use	ITE Code	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
Existing Scenario >5 Years										
PBC	Medical Office (Stand-Alone)	ITE 720	79,358 ksf	3,302	246	194	52	312	94	218
				Subtotal	3,302	246	194	312	94	218
Pass-By Capture										
	Medical Office (Stand-Alone)		Daily 10.0%	330	25	19	6	31	9	22
				Subtotal	330	25	19	31	9	22
Driveway Volumes					3,302	246	194	312	94	218
Net New External Trips					2,972	221	175	281	85	196
Proposed Scenario										
PBC	Medical Office (Stand-Alone)	ITE 720	92,435 ksf	3,864	287	227	60	363	109	254
				Subtotal	3,864	287	227	363	109	254
Pass-By Capture										
	Medical Office (Stand-Alone)		Daily 10.0%	386	29	23	6	36	11	25
				Subtotal	386	29	23	36	11	25
Driveway Volumes					3,864	287	227	363	109	254
Net New External Trips					3,478	258	204	327	98	229
Proposed Net External Trips-Existing Net New External Trips					506	37	29	46	13	33
Radius of Development Influence:					0.5 mile(s)					
Land Use		Daily		AM Peak Hour		PM Peak Hour		Pass By		
Medical Office (Stand-Alone)		Trips = 42.97(X) - 108.01		3.1 trips/ksf (79% in, 21% out)		3.93 trips/ksf (30% in, 70% out)		10.0%		

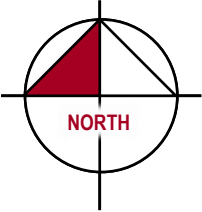
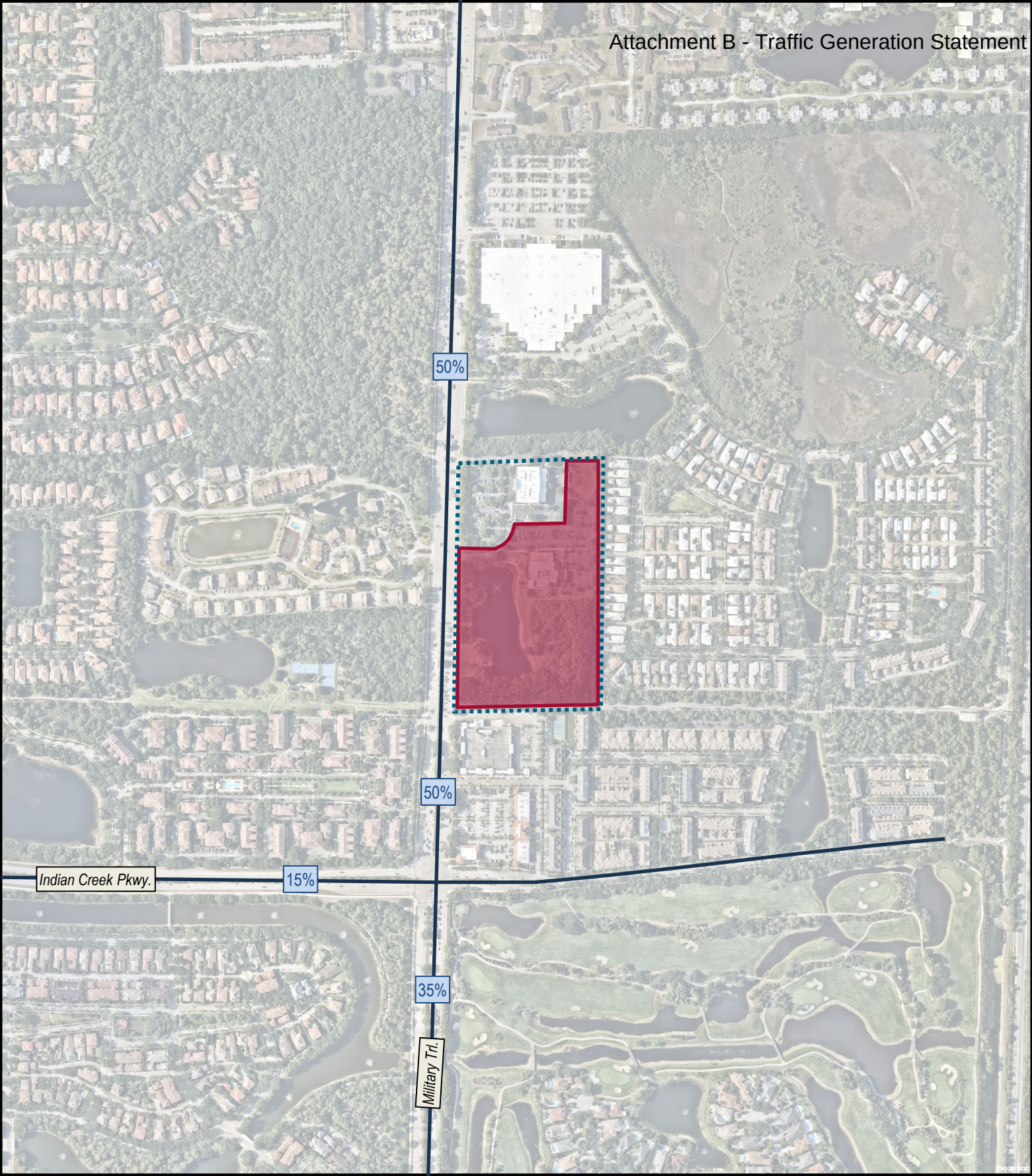


- LEGEND**
-  Overall Site Location
 -  Parcel of Redevelopment

FIGURE 1
JMC Breast Center
Site Location

TRAFFIC ASSIGNMENT

Based upon the net change in peak hour trip generation potential, the Radius of Development Influence (RDI), as defined in Article 12 of the Palm Beach County ULDC, would be 0.5 mile. The AM and PM peak hour trips associated with the project were assigned to the roadways within this RDI based on a review of complementary land uses in the vicinity of the project. Table 2 and Table 3 summarize the Test 1 AM and PM peak hour significance analyses, respectively. As shown in the tables, no roadway link is anticipated to be significantly impacted by the proposed development. Therefore, no further capacity analysis is required. Figure 2 illustrates the project trip distribution.



LEGEND

-  Parcel of Redevelopment
-  Project Traffic %

FIGURE 2

JMC Breast Center
Project Distribution

Table 2: Significance Analysis AM Peak Hour

ROADWAY	FROM	TO	EXISTING NUMBER OF LANES	LOS D GENERAL SVC. VOLUME	PROJECT % ASSIGNMENT	NB/EB IN/OUT?	PROJECT TRIPS					
							AM PEAK HOUR					
							TRIPS		% IMPACT			
							NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?
Indian Creek Pkwy.	Central Blvd.	Military Trl.	4LD	1,770	15%	i	4	1	0.23%	No	0.06%	No
Military Trl.	Frederick Small Rd.	Indian Creek Pkwy.	6LD	2,680	35%	i	10	3	0.37%	No	0.11%	No
Military Trl.	Indian Creek Pkwy.	Driveway 1	6LD	2,680	50%	i	15	4	0.56%	No	0.15%	No
Military Trl.	Driveway 1	Toney Penna Dr.	6LD	2,680	50%	o	4	15	0.15%	No	0.56%	No

Table 3: Significance Analysis PM Peak Hour

ROADWAY	FROM	TO	EXISTING NUMBER OF LANES	LOS D GENERAL SVC. VOLUME	PROJECT % ASSIGNMENT	NB/EB IN/OUT?	PROJECT TRIPS					
							PM PEAK HOUR					
							TRIPS		% IMPACT			
							NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?
Indian Creek Pkwy.	Central Blvd.	Military Trl.	4LD	1,770	15%	i	2	5	0.11%	No	0.28%	No
Military Trl.	Frederick Small Rd.	Indian Creek Pkwy.	6LD	2,680	35%	i	5	12	0.19%	No	0.45%	No
Military Trl.	Indian Creek Pkwy.	Driveway 1	6LD	2,680	50%	i	7	17	0.26%	No	0.63%	No
Military Trl.	Driveway 1	Toney Penna Dr.	6LD	2,680	50%	o	17	7	0.63%	No	0.26%	No

SITE CIRCULATION AND TURN LANE REQUIREMENTS

Future total driveway volumes were determined by applying the project distribution to the proposed future theoretical trip generation of the site. The anticipated driveway volumes are illustrated in Figure 3.

Driveway Classification

Access to the site is proposed to be maintained via two driveways along Military Trail. The driveway functionalities are as follows:

1. Driveway 1: full access
2. Driveway 2: right-in/right-out

According to the Palm Beach County “Guide to Parking Lot and Street Access Design Criteria and Standards,” it is necessary to classify project driveways as minor, intermediate, or major according to the following criteria:

- Minor – services a maximum daily volume of 500 vehicles.
- Intermediate – services a daily volume ranging from 501 to 2000 vehicles.
- Major – services a daily volume of more than 2000 vehicles.

Using these criteria, the driveways are classified as follows:

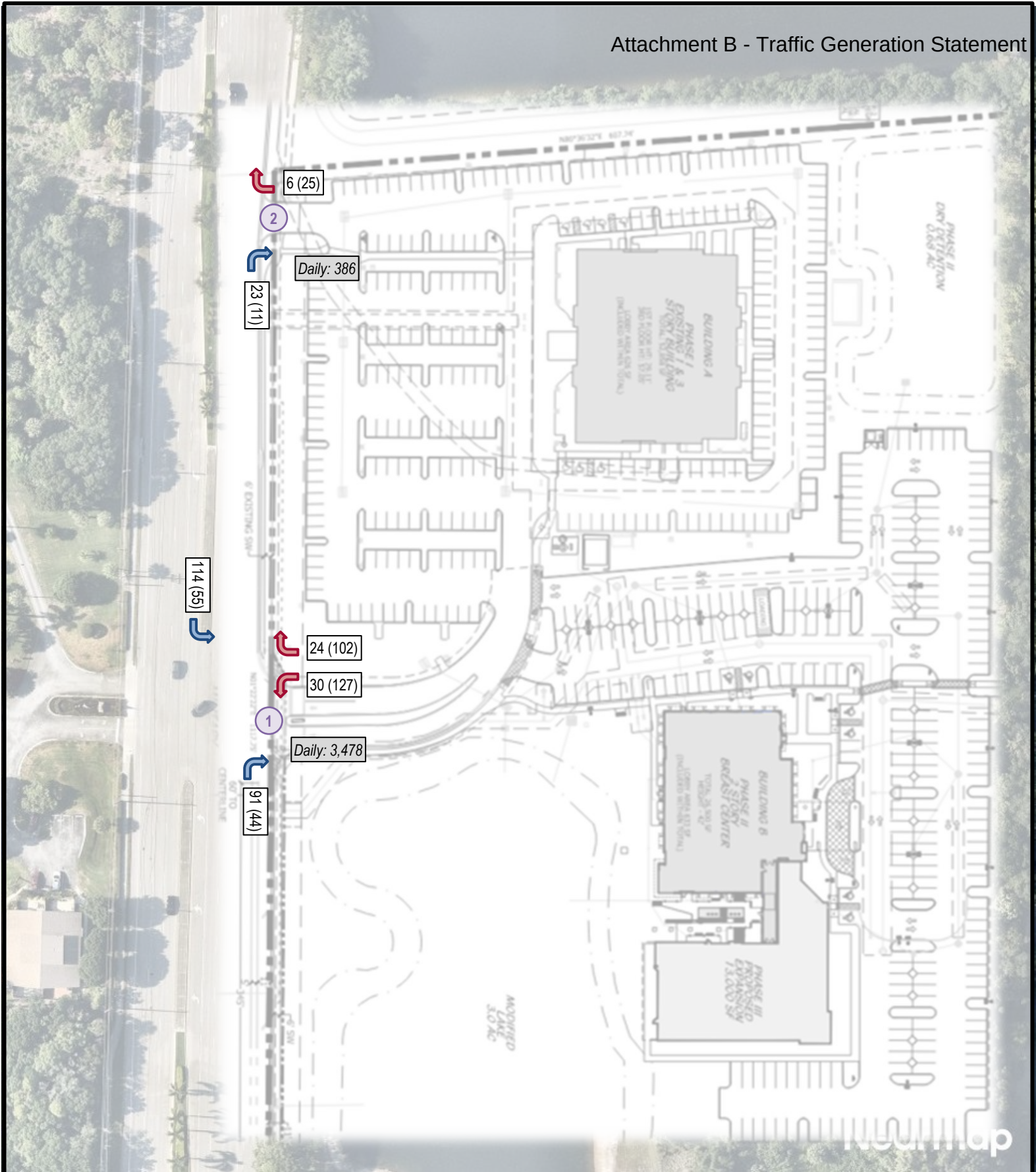
1. Driveway 1: Major
2. Driveway 2: Minor

Turn Lane Requirements

The Palm Beach County “Guide to Parking Lot and Street Access Design Criteria and Standards” provides guidance on the provision of turn lanes at site driveways. According to the standards noted in this document, the volume thresholds for providing exclusive turn lanes are as follows:

- Right-turn Lane – 75 peak hour right turns, with driveway volumes that exceed 1,000 trips per day, and average daily traffic volumes that exceed 10,000 vehicles per day.
- Left-turn Lane – 30 peak hour left turns

Driveway 1 currently includes a dedicated southbound left turn lane and a dedicated northbound right turn lane; therefore, no geometric changes are required at Driveway 1. Based on these requirements, no geometric changes are required at Driveway 2.



LEGEND

XX (XX) AM (PM) Peak Hour Volumes
 Project Driveway

FIGURE 3
JMC Breast Center
Driveway Volumes

CONCLUSION

The foregoing analysis demonstrates that the trip generation potential of the proposed project does not significantly impact the surrounding roadway network. Therefore, the project meets the standards in accordance with the requirements of the current countywide Traffic Performance Standards (TPS) ordinance of Palm Beach County as defined in Article 12 of the Unified Land Development Code (ULDC) and the Town of Jupiter.

If there are any questions regarding the information provided herein, please contact me via telephone at (561) 840-0874 or via e-mail at adam.kerr@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Digitally signed by
Adam B Kerr
Date: 2025.08.04
08:18:54 -04'00'

Adam B. Kerr, P.E.

Transportation Engineer

Florida Registration Number 64773

Attachments

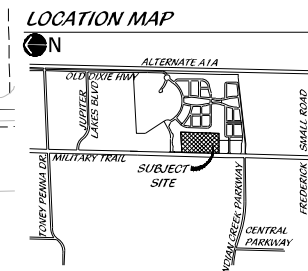
"K:\WPB_TPTO\Briones\Projects\JMC Breast Center\Traffic Statement\2025-7-29 JMC Breast Center.docx"

APPENDIX

DESIGNED	DEH
DRAWN	NBP, RO
APPROVED	DEH
JOB NUMBER	13-0809
DATE	07-30-14
REVISIONS	10-27-14
	02-19-15
	FINAL PLANS 03-24-16
	06-18-25

SHEET 1 OF 3

● COTTEUR & HEARNS, INC.
These drawings are the property of the architect and are
not to be used for extensions or on other projects except
by agreement in writing with the architect. In doing so
object, any discussion to be a crime.



NAME OF PROJECT	JUPITER MEDICAL PARK
PROPERTY CONTROL NUMBER	30-42-41-12-10-001-0020
TOWN OF JUPITER P&Z #	TBD
FEMA FLOOD ZONE	AS
TRAFFIC ANALYSIS ZONE	40
FUTURE LAND USE DESIGNATION	COMMERCIAL
ZONING DISTRICT	C3, COMMERCIAL OFFICE
OVERLAY	BIOSECURE COMMERCIAL PROTECTION OVERLAY

TOTAL SITE AREA		15.804 AC	
		688,438.07 SF	
BUILDING DATA			
BUILDING A TOTAL SF (EXISTING)		52,858	SF
LOBBY AREA (INCLUDED WITHIN TOTAL SF)		67.05	SF
STORIES		1 & 3 STORIES	
HEIGHT		29.11 & 75.07 FT	
BUILDING B TOTAL SF		36,500	SF
LOBBY AREA (INCLUDED WITHIN TOTAL SF)		631	SF
STORIES		2 STORIES	
HEIGHT		40.7	FT
GROSS SQUARE FOOTAGE		79,358	SF
FAR		0.12	
LAND USE			
BUILDING LOT COVERAGE		SF	AC
VEHICULAR USE AREA		39,181	5.09%
OPEN SPACE		169,756	3.90
		479,522	69.55%
TOTAL		688,438	100.00%
LOT COVERAGE			
IMPERVIOUS AREA			
BUILDING LOT COVERAGE		SF	AC
VEHICULAR USE AREA		39,181	5.09%
PARK & SIDEWAYS		169,756	3.90
		17,024	0.39
TOTAL IMPERVIOUS AREA		225,950	5.19
		32,822	
PERVIOUS AREA			
GREEN SPACE & BUFFERS		331,086	7.62
- EXISTING RETENTION LAKE		130,680	0.00
		662,488	67.18%
TOTAL SITE AREA		688,438	15.80
GREENSPACE			
REQ		PROV	
35%		48%	
PARKING DATA			
BUILDING A (803 SF OF LOBBY NOT PARKED)		REQ	PROV
		261	261
BUILDING B (631 SF OF LOBBY NOT PARKED)		129	180
HANDICAP SPACES (INCLUDED IN TOTAL)		7	12
TOTAL		390	441

SETBACKS	REQUIRED	PROVIDED BUILDING A	PROVIDED BUILDING B
Front (West)	50'	244.5'	313'
Rear (East)	30'	229'	133'
Side, Interior (North)	25'	82'	471'
Side, Interior (South)	25'	N/A	N/A

BEING ALL OF THE PLAT OF LENDER CENTER, RECORDED IN PLAT BOOK 70, PAGES 33 AND 34, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LB	LANDSCAPE BUFFER		HC SIGN
OH	OVERHANG		STOP SIGN
R	RADIUS		DO NOT ENTER
SB	SETBACK		PARKING LIGHT
SF	SQUARE FEET		
SW	SIDEWALK		
TYP.	TYPICAL		

APPLICANT
JUPITER MEDICAL CENTER, INC.
1210 S. OLD DIXIE HIGHWAY
JUPITER, FL 33458
CONTACT: JON WAINWRIGHT

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336
CONTACT: DON HEARING / ALESSANDRIA PALMER

ARCHITECT:
DAVIS STOKES COLLABORATIVE
7121 CROSSROADS BLVD.
BRENTWOOD, TN 37027
615.726.0010
CONTACT: LEIGH ANN PRUITT / JENNIFER CARTER

SURVEYOR:
LIDBERG LAND SURVEYING, INC.
675 WEST INDIANTOWN ROAD, SUITE 200
JUPITER, FL 33458
561.746.8454
CONTACT: DAVID LIDBERG

CIVIL ENGINEER:
JEFF H. IRAVANI, INC.
1934 COMMERCE LN., SUITE 5
JUPITER, FL 33458
561.575.6030
CONTACT: JEFF IRAVANI

TRAFFIC ENGINEER:
PINDER TROUTMAN
2065 VISTA PARKWAY, SUITE 111
WEST PALM BEACH, FL 33411
561.296.9698
CONTACT: LINDA RICHARD

GEOTECHNICAL CONSULTANT:
GFA INTERNATIONAL, INC.
521 NW ENTERPRISE DRIVE
PORT ST. LUCIE, FL
772.924.3575
CONTACT: DAVID ALKER

ENVIRONMENTAL CONSULTANTS:
E W CONSULTANTS
601 HERITAGE DRIVE, SUITE 124
JUPITER, FL 33458
561.623.5475
CONTACT: MARY LINGREN

TYPE D OF A PAVED CURBING SHALL BE PROVIDED ALONG ALL PLANTING LINES WITHIN VEGETABLE USE AREAS.

RAMPS SHALL BE PROVIDED AT ALL PARKING, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE BUILDING ANNUAL ACCESSIBILITY TITLES COOL.

THE GRADING, LANDSCAPE AND LIGHTING DESIGN SHALL HARMONE THE USE OF CPED DESIGN PRINCIPLES.

HAVING MET THE CONSTRUCTION OR ALLOWANCE TESTS IF BUILDING AREA MUST BE COMPLIANCE WITH THE FOLLOWING BUILDING CODE TO PASS OFF SITE:

ALL STORAGE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUSTICE LAWS.

"TRIDENTIAN YOUNG" SHOPS SHALL BE PROVIDED FOR ALL HIGHSchool CHILDREN.

ALL UTILITY LINES OR PIPE SHALL BE PLACED UNDERGROUND PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY.

0' 25' 50' 100' 150' 200'

Scale: 1" = 50'-0"

North

Property Detail
Attachment B - Traffic Generation Statement

Parcel Control Number: 30-42-41-12-10-001-0010 Location Address: 2055 MILITARY TRL 100

Owners: JUPITER MEDICAL CENTER
INC LESSOR& TTB PARTNERS LTD LESSEE Municipality: JUPITER

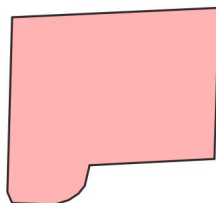
Mailing Address: GREENFIELD PROPERTIES INC C/O 2300 NW CORPORATE BLVD STE 122, , BOCA RATON FL 33431 7345

Last Sale: 09/29/1998 Book/Page#: 10724 / 00591 Price: \$3,000,000

Property Use Code: 1900 - MEDICAL OFFICE-BUILDING UP TO 4 STORIES Zoning: C3 - COMMERCIAL, OFFICE

Legal Description: LENDER CENTER PAR A & IRREG SHAPED PT OF PAR C (LESS TRGLR PAR MILITARY TRL R/W) K/A JUPITER OUTPATIENT SURGERY PAR

Total SF: 50620 Acres 3.80


2024 Values

Improvement Value \$11,608,621

Land Value \$2,608,594

Total Market Value \$14,217,215

Assessed Value \$13,790,778

Exemption Amount \$0

Taxable Value \$13,790,778

2024 Taxes

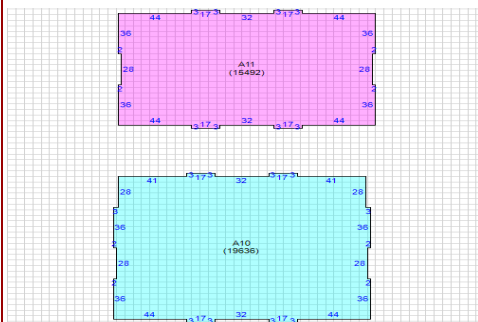
Ad Valorem \$237,330

Non Ad Valorem \$11,578

Total Tax \$248,908

2025 Qualified Exemptions
Applicants

All values are as of January 1st each year.

Building Footprint (Building 1)

Subarea and Square Footage (Building 1)

Description	Area Sq. Footage
MEDICAL OFFICE	19636
MEDICAL OFFICE	30984
Total Square Footage : 50620	

Extra Features

Description	Year Built	Unit
Paving- Asphalt	2001	86598
Paving- Asphalt	2001	2844
Walkway-Concrete	2001	5286
Wall	2001	516

Unit may represent the perimeter, square footage, linear footage, total number or other measurement.

Structural Details (Building 1)

Description	
1 Year Built	2001
2 MEDICAL OFFICE BLDG	50620

Property Detail

[illegible]

All values are as of January 1st each year.

Unit may represent the perimeter, square footage, linear footage, total number or other measurement.

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

1



October 29, 2025

Adam B. Kerr, P.E.
Kimley-Horn and Associates, Inc.
477 South Rosemary Avenue, Suite 215
West Palm Beach, FL 33401

**Engineering and
Public Works Department**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
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

Joseph Abruzzo

**RE: JMC Breast Cancer Expansion
Project #: 250910
Traffic Performance Standards (TPS) Review**

Dear Mr. Kerr:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated July 30, 2025, and revised on October 8, 2025, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Jupiter
Location:	East of the intersection of Maplecresc Circle & Military Trail
PCN:	30-42-41-12-10-001-0010/-0020
Access:	One existing full access driveway connection onto Military Trail and another existing right-in/right-out only driveway connection onto Military Trail <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Medical Office/Hospital = 79,358 SF
Proposed Uses:	Expansion of the Hospital to a total = 92,435 SF
Net Daily Trips:	506 (Proposed – Existing)
Net Peak Hour Trips:	37 (29/8) AM; 46 (13/33) PM (Proposed – Existing)
New Daily Trips:	3,478
New Peak Hour Trips:	258 (204/54) AM; 327 (98/229) PM
Build-out:	December 31, 2030

Based on the review, the Traffic Division has determined that the proposed development **meets** the Traffic Performance Standards of Palm Beach County, subject to the following conditions:

1. No Building permits for the site may be issued after December 31, 2030 or as required by the city code.
2. The Property Owner shall extend the southbound left turn lane on Military Trail at the main full access driveway to be 280 feet in storage length, 12 feet in width, and a taper length of 50 feet, or as approved by the County Engineer. This construction shall be concurrent with the paving and drainage improvements for the site. Any and all costs associated with the construction shall be paid by the Property Owner. These costs shall include, but are not limited to, utility/tree relocations and acquisition of any

"An Equal Opportunity Employer"



Adam B. Kerr, P.E.
 October 29, 2025
 Page 2 of 3

additional required right-of-way.

- a. Permits required from Palm Beach County for this construction shall be obtained prior to the issuance of the first building permit.
 - b. Construction shall be completed prior to the issuance of the first Certificate of Occupancy (CO).
3. The Property Owner shall fund the cost of signal installation, if warranted, as determined by the County Engineer at Military Trail and the Main Project Driveway (#1). Signalization shall be a mast arm structure installation. The cost of signalization shall also include all design costs and any required utility relocation and right of way or easement acquisition.
- a. The Property Owner shall provide acceptable surety to the Traffic Division in an amount as determined by the Director of the Traffic Division, after the issuance of the first Certificate of Occupancy (CO), whichever is completed first, and prior to issuance of any building permit for any subsequent building construction.
 - b. In order to request release of the surety for the traffic signal at the above intersection, the Property Owner shall provide written notice to the Traffic Division stating that the final Certificate of Occupancy has been issued for this development and requesting that a signal warrant study be conducted at the intersection. The Traffic Division shall have 12 months from receipt of this notice to either draw upon the monies to construct the traffic signal or release the monies. In the event that the property is sold, the surety may be returned once the Traffic Division receives written documentation of the sale and a replacement surety has been provided to the Traffic Division by the new Property Owner.

All of the conditions, numbered 1 through 3 above, shall be incorporated into the municipal Development Order exactly as set forth above. No later than ten calendar days after approval of the Development Order, the municipality shall transmit an official, recorded copy of same to the County Engineer. In the event: 1) the municipal Development Order is not received by the County Engineer within fifteen calendar days after approval of same; or 2) the official, recorded Development Order does not contain conditions 1 thru 3 exactly as set forth above, then the Traffic Division's conditional finding that this proposed development meets the Traffic Performance Standards of Palm Beach County shall be deemed rescinded and rendered void.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.



Adam B. Kerr, P.E.
October 29, 2025
Page 3 of 3

No building permits are to be issued by the Town after the build-out date specified above, or as amended. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-478-5755 or email MRahman@pbc.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Moshir Rahman".

Moshir Rahman, Ph.D., P.E.
Professional Engineer
Engineering and Public Works Dept.
Traffic Division

MR:QB:ep

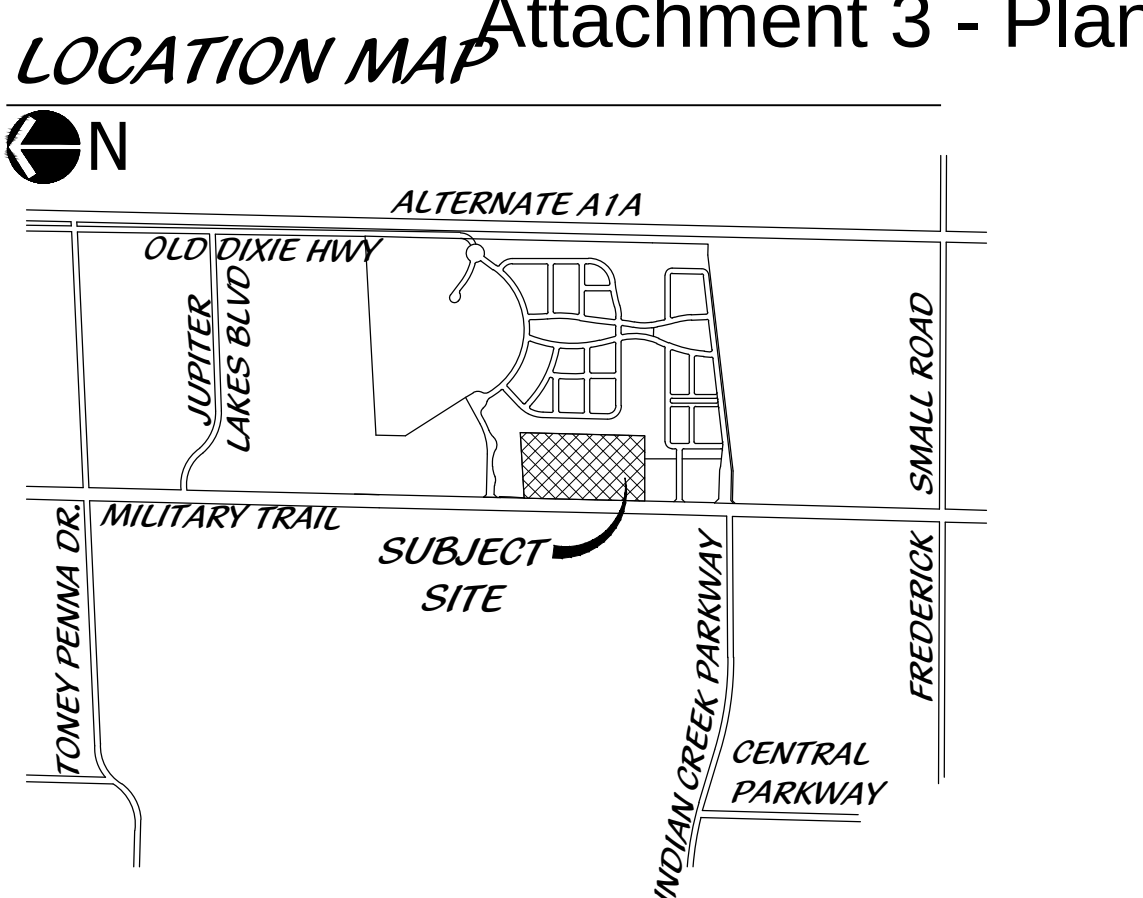
cc: Addressee
Scott Thatcher, Principal Planner, Town of Jupiter
Quazi Bari, P.E., PTOE, Manager - Growth Management, Traffic Division
Alberto Lopez Tagle, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\MR\MUN\APPROVED\2025\250910 JMC BREAST CANCER EXPANSION.DOCX

Cotleur & Hearing

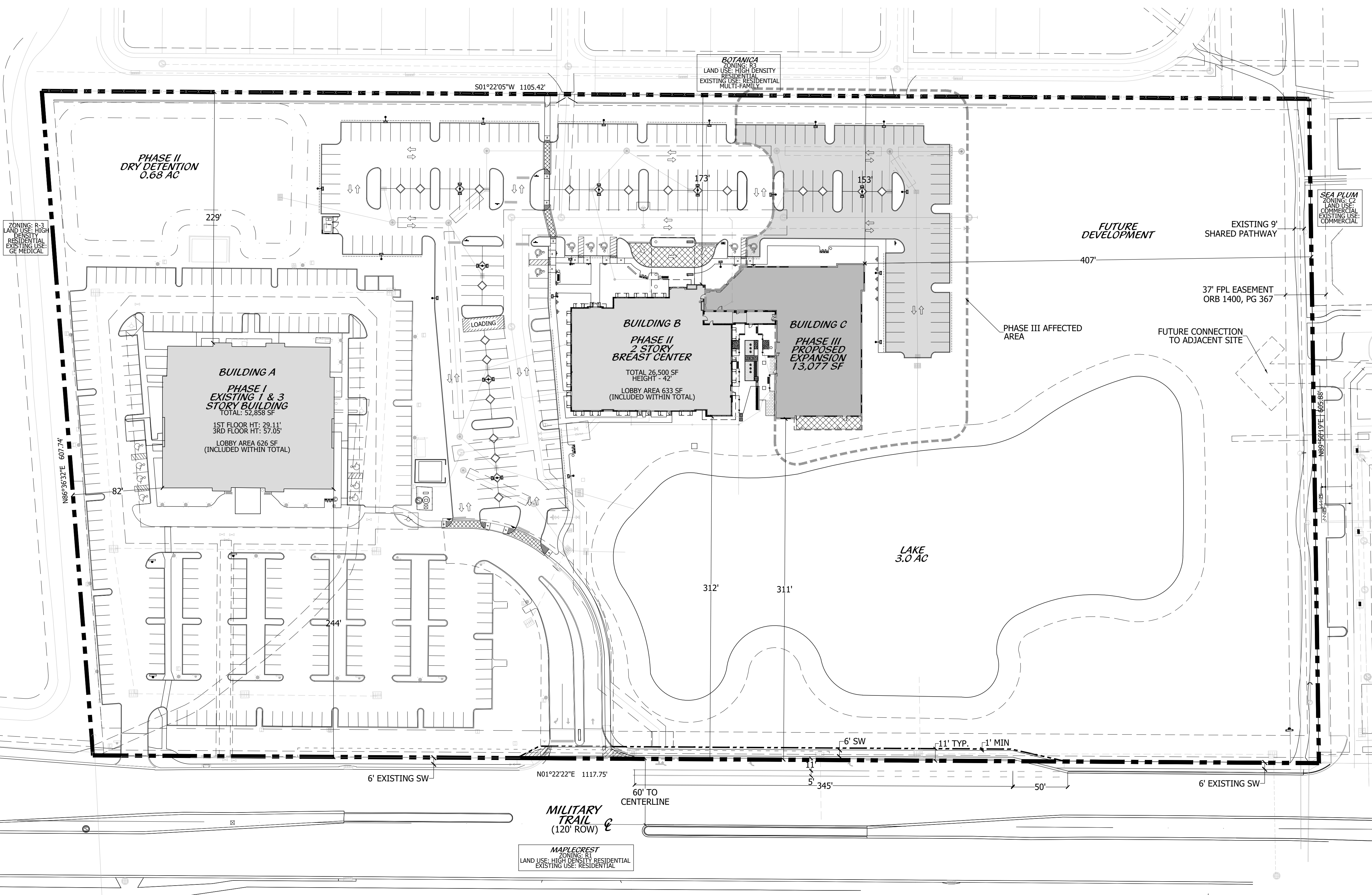
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Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
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Lic# LC-C000239

Jupiter Medical Park
Master Plan
Jupiter, Florida



MASTER PLAN SITE DATA

NAME OF PROJECT	JUPITER MEDICAL PARK
PROPERTY CONTROL NUMBER	30-42-41-12-10-001-0020
TOWN OF JUPITER PRZ #	TBD
FEMA FLOOD ZONE	A5
TRAFFIC ANALYSIS ZONE	40
FUTURE LAND USE DESIGNATION	COMMERCIAL
ZONING DISTRICT OVERLAY	C3, COMMERCIAL OFFICE BIOSCIENCE RESEARCH PROTECTION OVERLAY
TOTAL SITE AREA	15.804 AC 688,438.076 SF
BUILDING DATA	
BUILDING A TOTAL SF (EXISTING)	52,858 SF
LOBBY AREA (INCLUDED WITHIN TOTAL SF)	636 SF
STORIES	1 & 3 STORIES
HEIGHT	29.11 & 57.05 FT
BUILDING B TOTAL SF	26,500 SF
LOBBY AREA (INCLUDED WITHIN TOTAL SF)	633 SF
STORIES	2 STORIES
HEIGHT	42 FT
BUILDING C TOTAL SF	13,077 SF
STORIES	1 STORIES
HEIGHT	24 FT
GROSS SQUARE FOOTAGE	92,435 SF
FAR	0.13
LAND USE	
BUILDING LOT COVERAGE	SF AC %
VEHICULAR USE AREA	52,220 1.20 7.59%
OPEN SPACE	192,470 4.42 27.96%
TOTAL	443,749 10.19 64.46%
LOT COVERAGE	
IMPERVIOUS AREA	SF AC %
BUILDING LOT COVERAGE	52,220 1.20 7.59%
VEHICULAR USE AREA	192,470 4.42 27.96%
PLAZA & SIDEWALKS	18,273 0.42 2.65%
TOTAL IMPERVIOUS AREA	262,963 6.04 38.20%
PERVIOUS AREA	
GREEN SPACE & BUFFERS	SF AC %
EXISTING RETENTION LAKE	294,795 6.77 42.82%
TOTAL PERVIOUS AREA	130,680 3.00 18.98%
TOTAL PERVIOUS AREA	425,475 9.77 61.80%
TOTAL SITE AREA	688,438 15.80 100.00%
GREENSPACE	REQ PROV
	35% 43%
PARKING DATA	REQ PROV
BUILDING A (626 SF OF LOBBY NOT PARKED)	261 261
BUILDING B (633 SF OF LOBBY NOT PARKED)	129 179
BUILDING C (1,200 SF)	65 68
HANDICAP SPACES (INCLUDED IN TOTAL)	7 14
LOW EMISSION/FUEL EFFICIENT PKG (INCL IN TOTAL)	9 9
TOTAL	456 508
SETBACKS	REQUIRED PROVIDED BUILDING A PROVIDED BUILDING B PROVIDED BUILDING C
Front (West)	50' 244.5' 312' 311'
Rear (East)	30' 229' 173' 153'
Side, Interior (North)	25' 82' 471' 596'
Side, Interior (South)	25' N/A 407' 407'
LOADING SPACES	1 1
PEDESTRIAN AMENITY DATA	REQ PROV
BENCH (1/12,500 SF)	7 11
TRASH CAN (1/12,500 SF)	7 7
BIKE RACK (1/12,500 SF)	7 26 SPACES



LEGAL DESCRIPTION

BEING ALL OF THE PLAT OF LENDER CENTER, RECORDED IN PLAT BOOK 70, PAGES 33 AND 34, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LEGEND

LB	LANDSCAPE BUFFER		HC SIGN
OH	OVERHANG		STOP SIGN
R	RADIUS		DO NOT ENTER
SB	SETBACK		PARKING LIGHT
SF	SQUARE FEET		
SW	SIDEWALK		
TYP.	TYPICAL		

PROJECT TEAM

APPLICANT
JUPITER MEDICAL CENTER, INC.
1210 S. OLD DIXIE HIGHWAY
JUPITER, FL 33458
CONTACT: JON WAINWRIGHT

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336
CONTACT: DON HEARING / ZACH CICIERA

ARCHITECT:
DAVIS STOKES COLLABORATIVE
7121 CROSSROADS BLVD.
BRENTWOOD, TN 37027
615.726.0010
CONTACT: LEIGH ANN PRUITT / JENNIFER CARTER

SURVEYOR:
KIMLEY + HORN
477 SOUTH ROSEMARY AVENUE, SUITE 215
WEST PALM BEACH, FL 33401
561.840.0874
CONTACT: ADAM KERR

CIVIL ENGINEER:
JEFF H. IRAVANI, INC.
1934 COMMERCE LN., SUITE 5
JUPITER, FL 33458
561.575.6030
CONTACT: JEFF IRAVANI

TRAFFIC ENGINEER:
PINDER TROUTMAN
2005 VISTA PARKWAY, SUITE 111
WEST PALM BEACH, FL 33411
561.296.9698
CONTACT: LINDA RICARDI

GEOTECHNICAL CONSULTANT:
GFA INTERNATIONAL, INC.
521 NW ENTERPRISE DRIVE
PORT ST. LUCIE, FL
772.924.3575
CONTACT: DAVID ALKER

GENERAL NOTES

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF OPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)

ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUPITER LDR'S.

PEDESTRIAN XING SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.

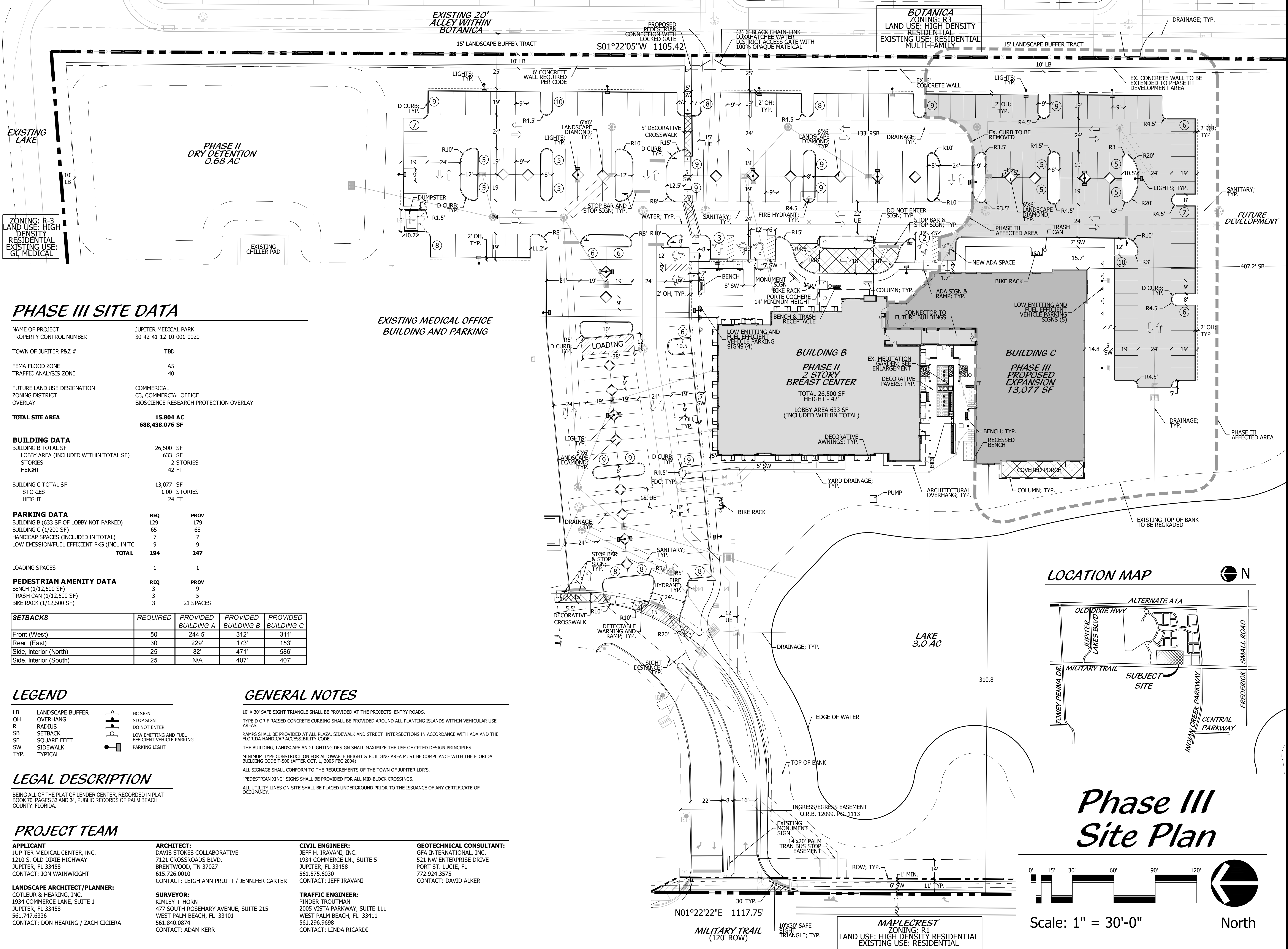
ALL UTILITY LINES ON-SITE SHALL BE PLACED UNDERGROUND PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY.

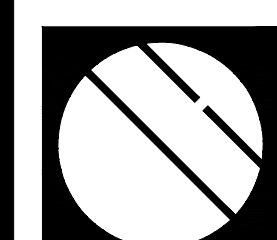
Master Plan

0' 25' 50' 100' 150' 200'

Scale: 1" = 50'-0"

North





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Jupiter Medical Park
Phase III
Jupiter, Florida

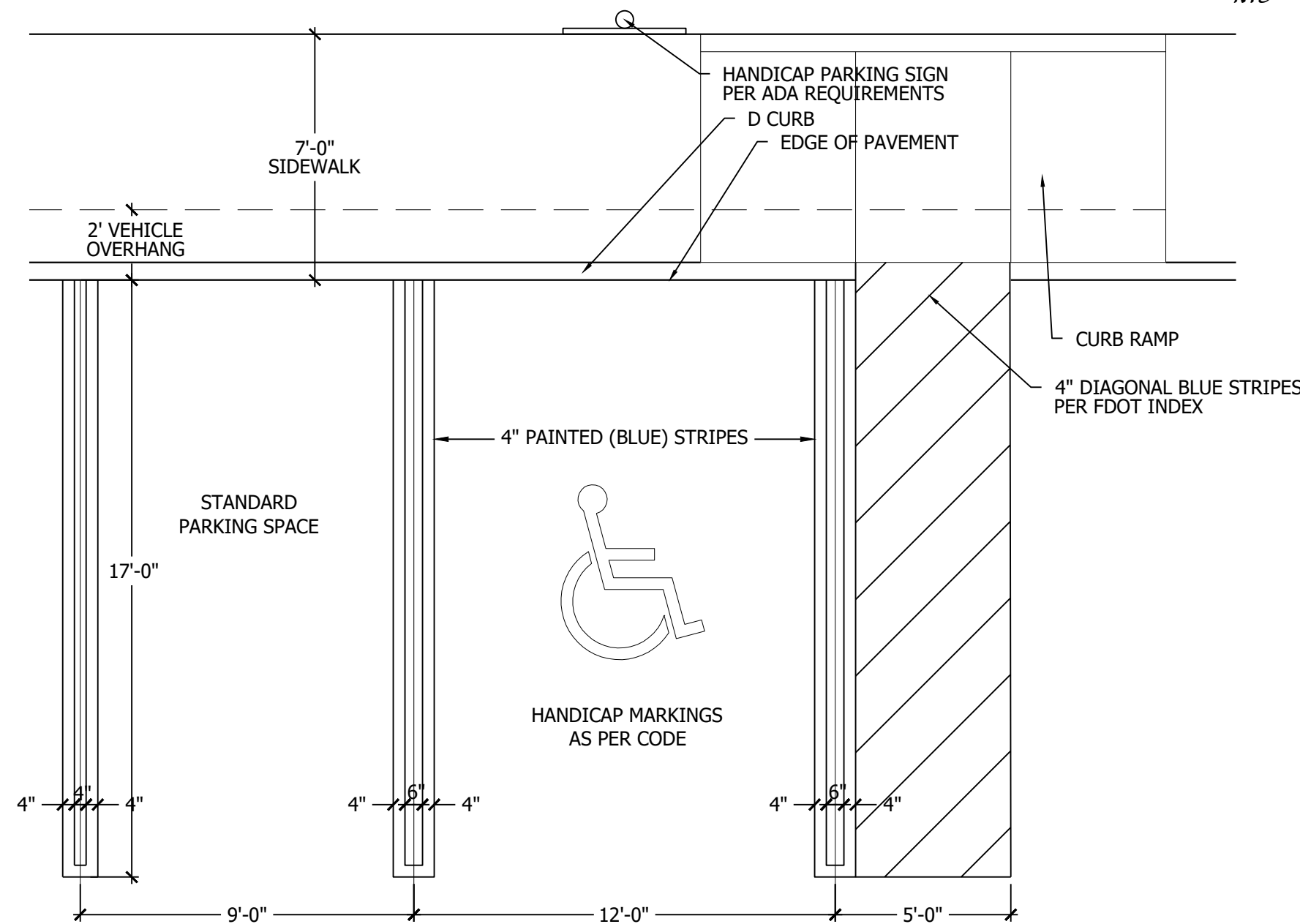
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DRAWN	NBP, RO
APPROVED	DEH
JOB NUMBER	13-0809
DATE	07-16-25
REVISIONS	09-08-25

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Drawing: 13-0809 SITE PLAN.DWG

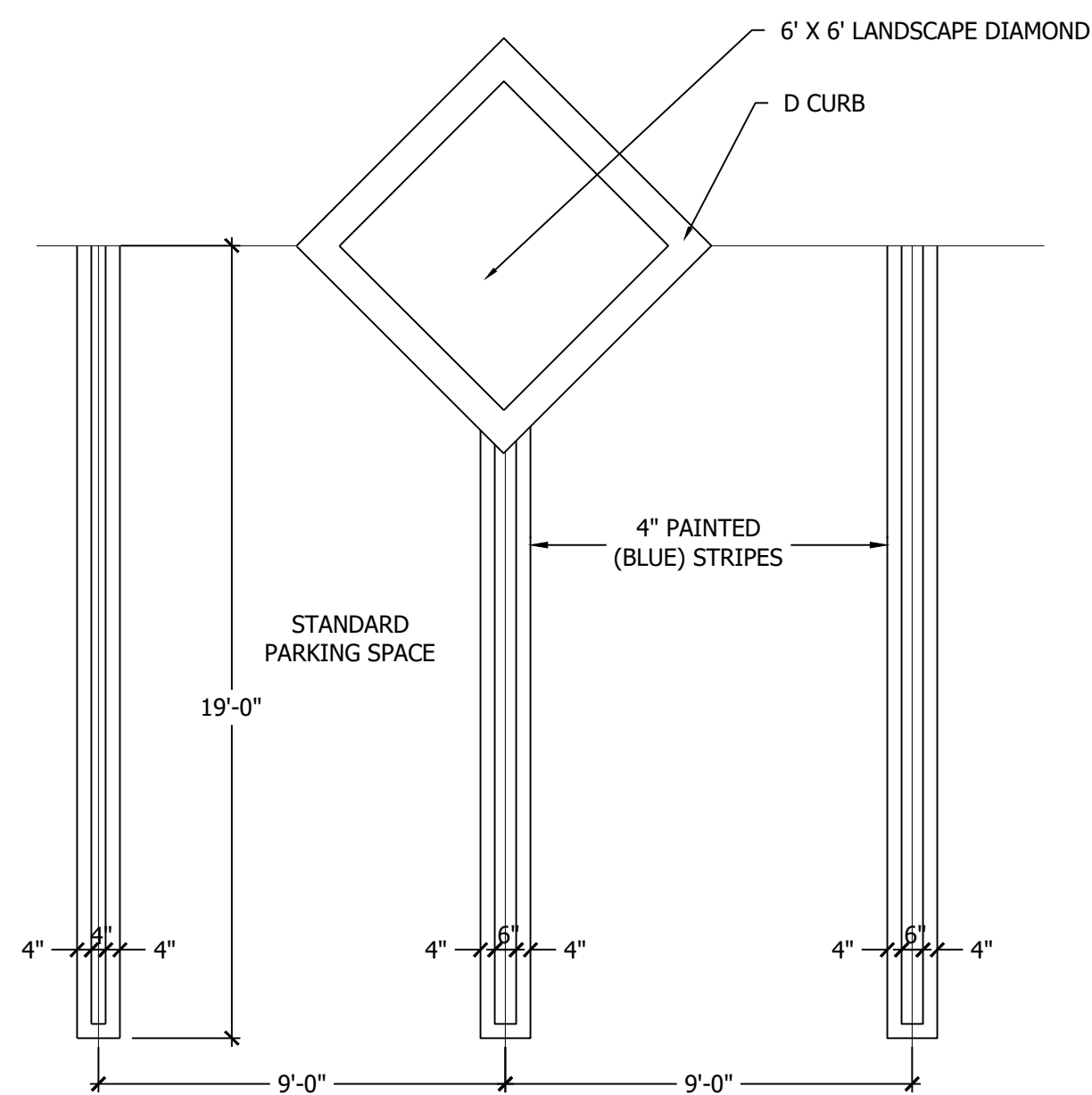
SHEET **2** OF **3**

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NTS



NTS



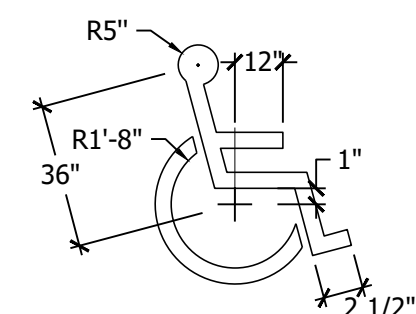
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COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

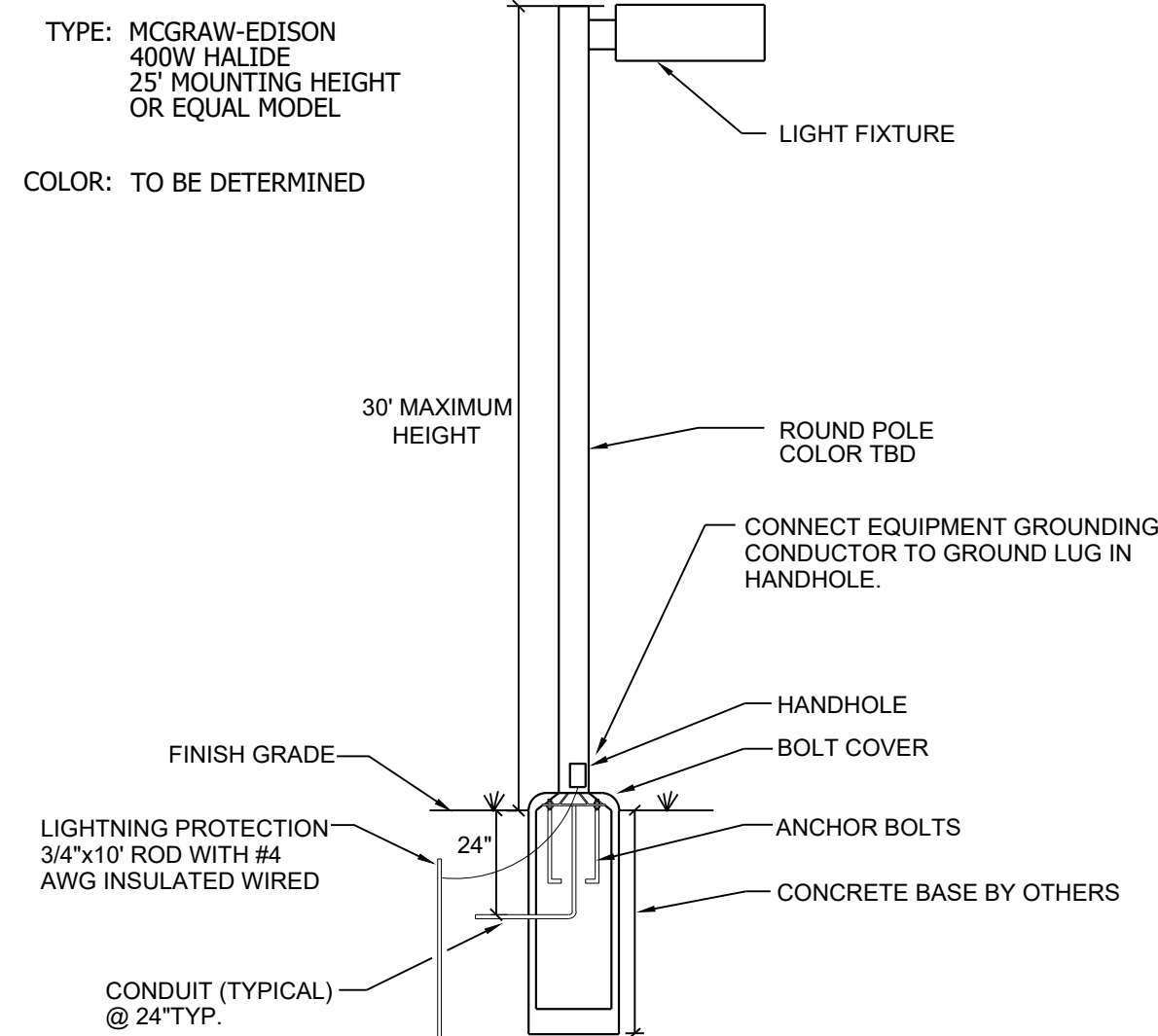
COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE

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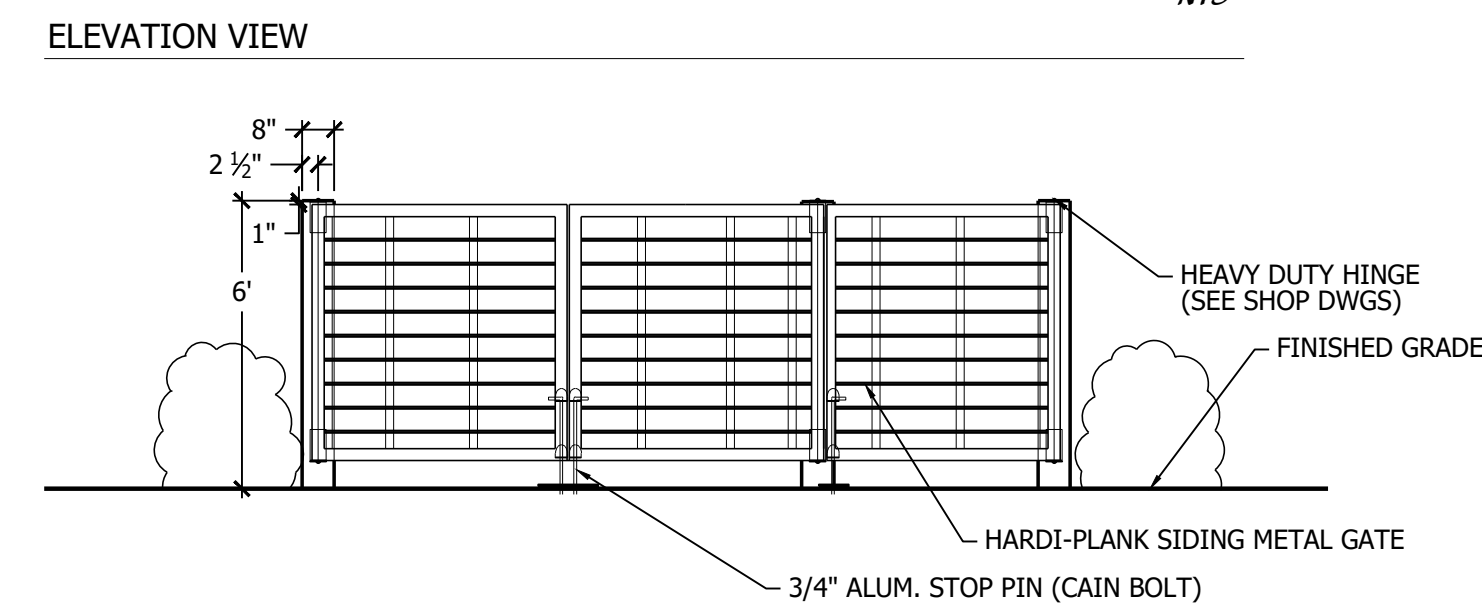


NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC
PAINT ON PAVEMENT OR COLORED PAVERS .
TYPICAL @ ALL HANDICAP STALLS

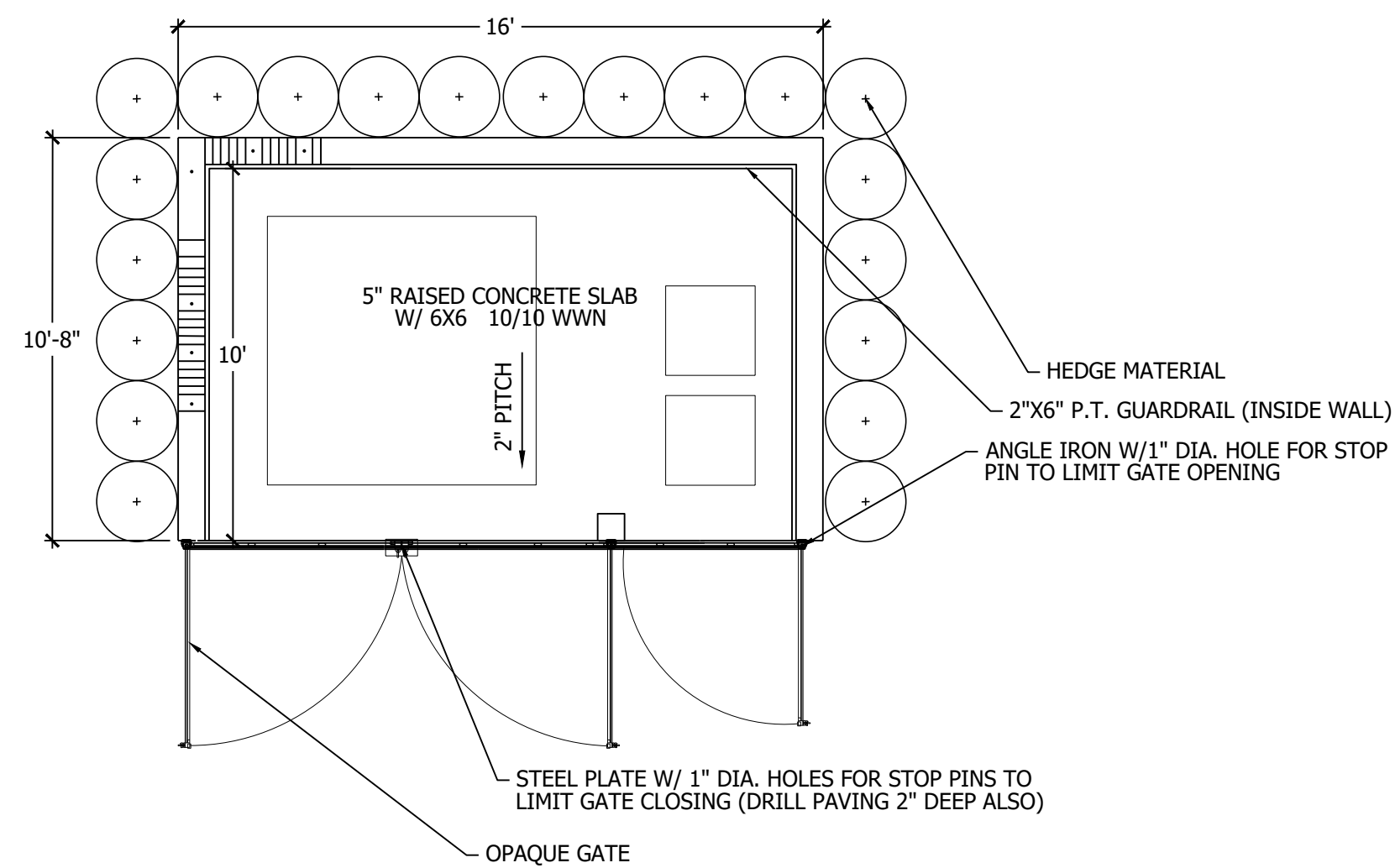
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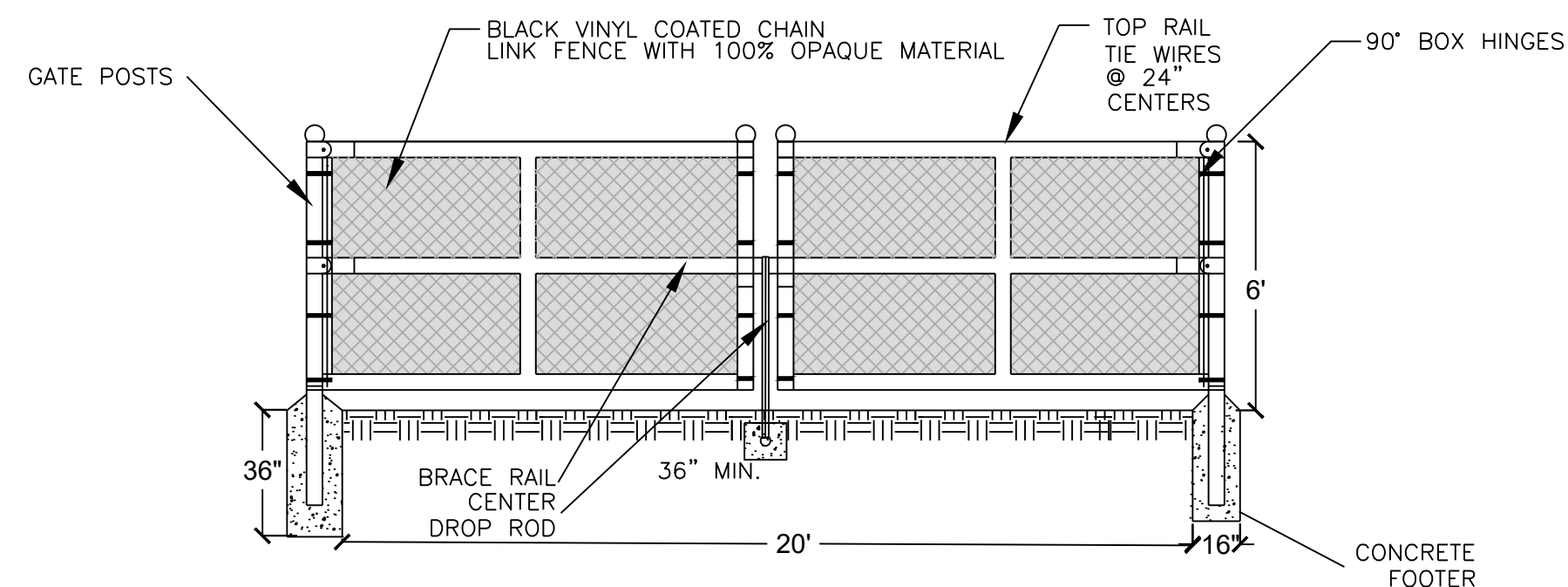
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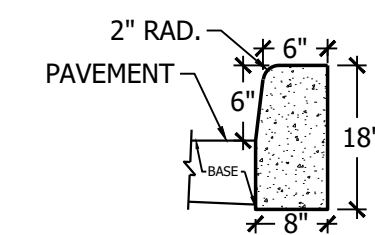
PLAN VIEW



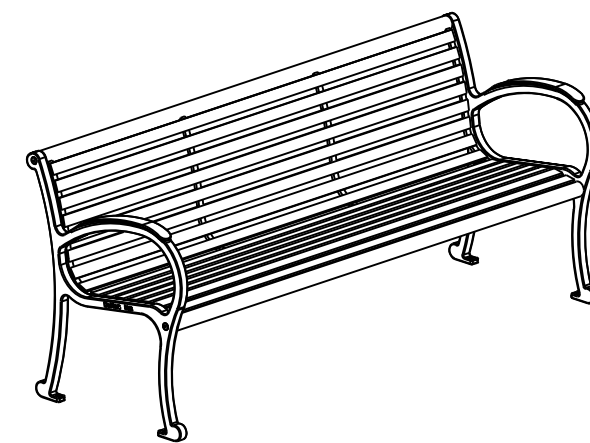
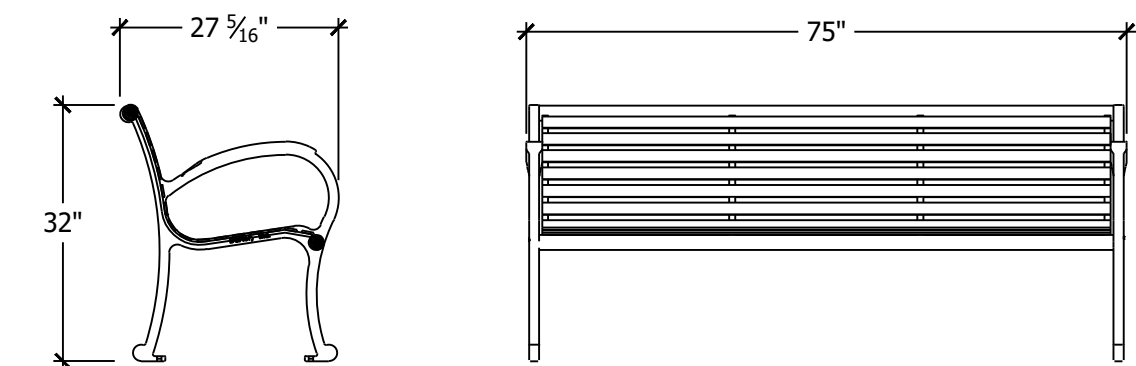
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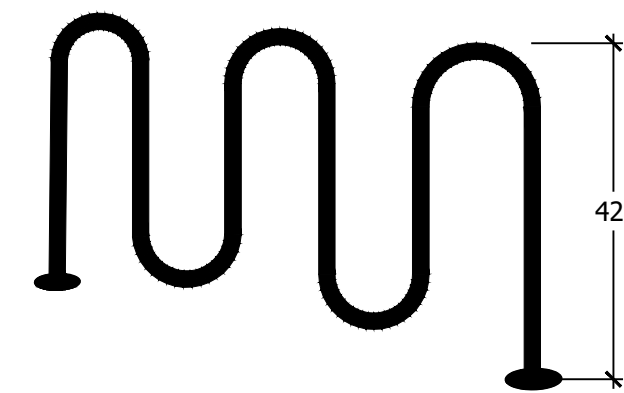


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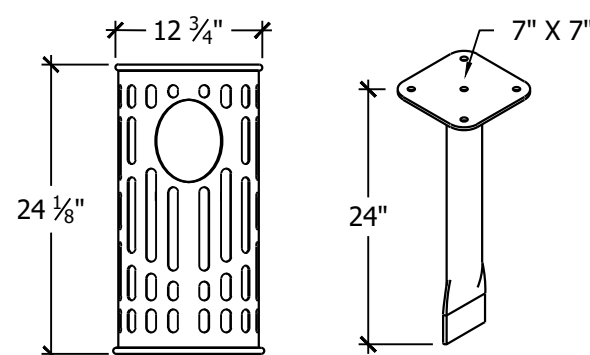
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COLOR: TBD
FINISH: ZINC RICH AND
POLYESTER POWDER COAT

NTS



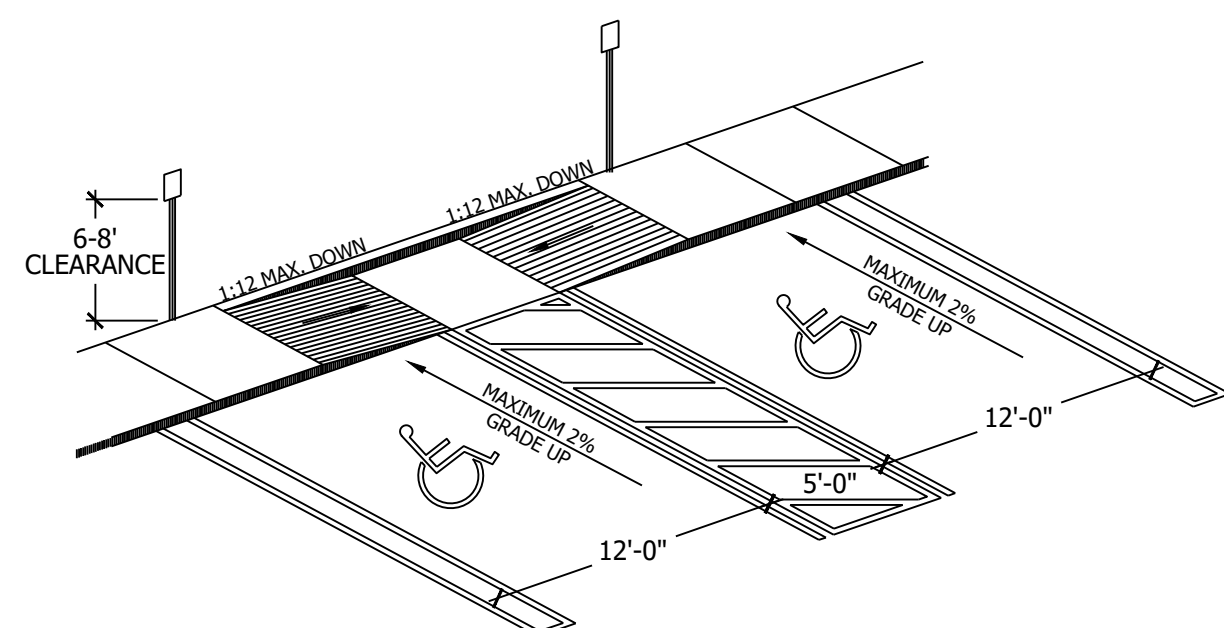
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FINISH: POWDER COAT

NTS



TYPE: WABASH VALLEY ASH URN
COLOR: TBD
FINISH: POWDER COAT

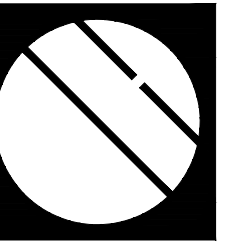
NTS



NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND
SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE
OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

Site Details



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***Jupiter Medical Park
Phase II***
Jupiter, Florida

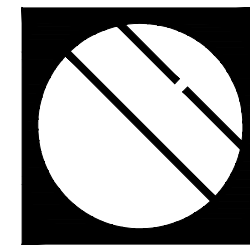
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DRAWN _____	NBP
APPROVED _____	DEH
JOB NUMBER _____	13-0809
DATE _____	07-30-14
REVISIONS _____	10-27-14
	02-19-15
FINAL PLANS 03-24-15	

March 24, 2015 3:34:20 p.m.
Drawing: 13-0809 SITE DETAILS.DWG

SHEET **3** OF **3**

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Lic# LC-C000239

Jupiter Medical Park Phase III Jupiter, Florida

DESIGNED DEH
DRAWN NBP
APPROVED DEH
JOB NUMBER 13-0809
DATE 07-30-14
REVISIONS 02-19-15
FINAL PLANS 03-24-15
08-01-25
09-08-25

September 08, 2025 3:13:08 p.m.
Drawing: 13-0809 LANDSCAPE
PLAN AND DETAILS.DWG

SHEET 1 OF 3

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EXISTING
LAKE

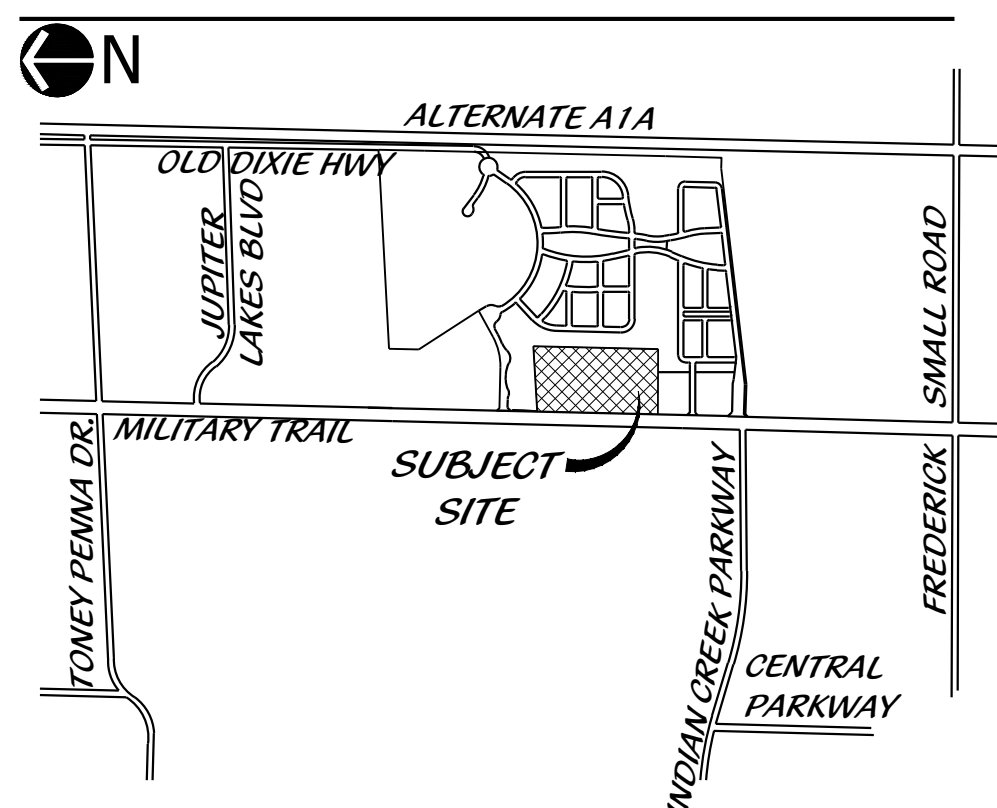
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LAND USE: HIGH
DENSITY
RESIDENTIAL
EXISTING USE: GE
MEDICAL

PRPOSED PHASE III PLANT LIST

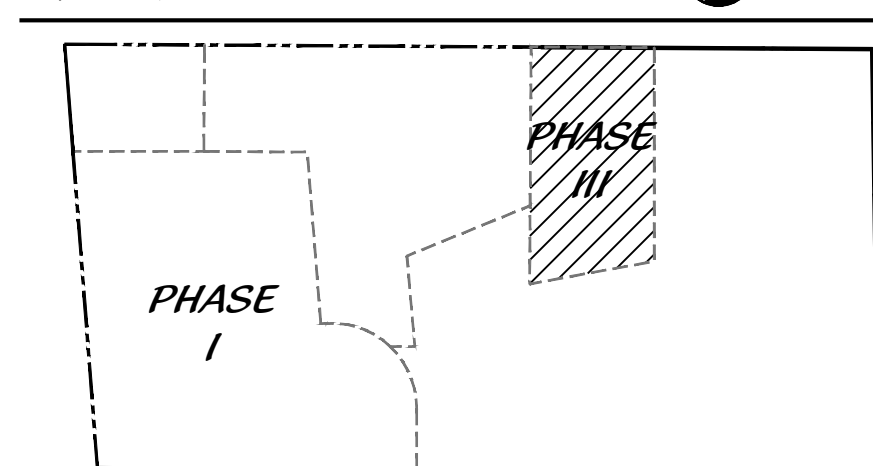
SEE PHASE II PLANT LIST ON SHEET 3
OF 3 FOR EXISTING PLANT MATERIAL

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CALIPER	SIZE	NATIVE	REMARKS
TREES								
BA	1	BULNESIA ARBORREA	VERAWOOD	200 GAL	2.5" CAL	12'-14' HT, 6"-8" SPRD	N	SINGLE STRAIGHT TRUNK, FULL CANOPY, FLORIDA FANCY
BS	7	BURSERA SIMARUBA	GUMBO LIMBO	N.A.	5" CAL	16'-18' HT, 10'-12' SPD	Y	FULL CANOPY, FLORIDA FANCY
BSS	1	BURSERA SIMARUBA	GUMBO LIMBO	N.A.	5.5" CAL	18'-20' O.A.	Y	HAND SELECTED SPECIMEN, UNIQUE BRANCHING
CES	9	CONCARPUS ERECTUS 'SERICEUS'	SILVER BUTTWOOD TREE	30 GAL	2" CAL	8'-10' HT, 6"-8" SPD	Y	FULL CANOPY, SINGLE STRAIGHT TRUNK
DL	4	DELONIX REGIA	ROYAL POINCIANA	45 GAL	2.5" CAL	12'-14' HT, 6"-8" SPRD	N	SINGLE STRAIGHT TRUNK, FULL CANOPY, FLORIDA FANCY
EDZ	1	ELAEODENDRON DECIPENS	JAPANESE BLUEBERRY TREE	45 GAL	N.A.	14' HT, X 6" SPRD	N	CONICAL, FULL TO BASE
EF	1	EUGENIA FOETIDA	SPANISH STOPPER	45 GAL	N.A.	10' X 8'	Y	FULL & THICK, SPECIMEN
GS	1	GARCINIA SPIRATA	GARCINIA	25 GAL	1.5" CAL	6' O.A.	Y	FULL & THICK, MATCHED, SPECIMEN
IC	1	ILEX CASSINE	DAKHOON HOLLY	N.A.	3.5" CAL	14' HT, X 7" SPRD	Y	FULL CANOPY
L	1	LAGERSTROMIA 'TUSSEEGEE'	TUSSEEGEE CRANE MYRTLE	65 GAL	3" CAL	12' O.A.	Y	FULL, SINGLE TRUNK, FLORIDA FANCY, LMB UP 3'
MDD	3	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	MAGNOLIA	N.A.	3.5" CAL	14' HT, X 7" SPRD	Y	FULL CANOPY
BR	2	PIMENTA RACEMOSA	BAY RUM	FIELD GROWN	3.5" CAL	14-16' HT.	N	FULL & THICK CANOPY, CC GROWERS
PE1	18	PINUS ELLIOTTI 'DENSA'	SLASH PINE	N.A.	2.5" CAL	12'-14' HT.	Y	FULL CANOPY
PE2	8	PINUS ELLIOTTI 'DENSA'	SLASH PINE	N.A.	N.A.	10-12' O.A.	Y	FULL CANOPY, PLANTED IN PRESERVE
PE4	17	PINUS ELLIOTTI 'DENSA'	SLASH PINE	N.A.	N.A.	6-8' O.A.	Y	FULL CANOPY, PLANTED IN PRESERVE
PE3	2	PINUS ELLIOTTI 'DENSA'	SLASH PINE	N.A.	N.A.	9-10' O.A.	Y	FULL CANOPY, PLANTED IN PRESERVE
PMS	3	PODOCARPUS MACROPHYLLUS	PODOCARPUS STD	FIELD GROWN	N.A.	10-12' O.A.	Y	FULL CANOPY, MATCHED
QV	14	QUERCUS VIRGINIANA	LIVE OAK	N.A.	8" CAL	18'-20' HT, X 6" SPRD	Y	FULL CANOPY, 5' C.T. MIN.
QVR	3	QUERCUS VIRGINIANA	RELOCATED LIVE OAK	N.A.	8" CAL	18'-20' HT, X 6" SPRD	Y	RELOCATED FROM THE FRONT OF BUILDING B TO THE EAST BUFFER
TD1	4	TAXODIUM DISTICHUM	BALD CYPRESS	15 GAL	2.5" CAL	7'-8' O.A.	Y	FULL & THICK
TD2	1	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL	3" CAL	10' O.A.	Y	FULL & THICK
PALM TREES								
CH	1	CHAMEROPS HUMILIS	EUROPEAN FAN PALM	45 GAL	N.A.	4'-5' O.A.	N	MULTI TRUNK, FULL CANOPY, FLORIDA FANCY
OLD	1	COCOTHRINAX CRINITA	OLD MAN PALM	45 GAL	N.A.	5' O.A.	N	FULL CANOPY
OMP	1	COCOTHRINAX CRINITA BREVICRINIS	SHORT HAIR OLD MAN PALM	15 GAL	N.A.	4' O.A.	N	FULL CANOPY
DC	1	DYPSSIS CABADAE	CABADA PALM	45 GAL	N.A.	10'-12' O.A.	N	FULL CANOPY, MATCHED
LP	4	LEUCOTHRINAX MORRISII	KEY THATCH PALM	FIELD GROWN	N.A.	4' X 4'	Y	FULL CANOPY
PH3	2	PHOENIX ROBERTII	PIXY DATE PALM	25 GAL	N.A.	5' O.A., 5" SPRD	Y	MULTI TRUNK, FULL CANOPY, 3 TRUNK MIN.
PH5	1	PHOENIX SYLVESTRIS	SYLVESTER DATE PALM	FIELD GROWN	N.A.	10' G.W.	Y	STRAIGHT TRUNK, FULL CANOPY, MATCHED, DIAMOND CUT TRUNK, FLORIDA FANCY
AD3	1	VEITCHIA MERRILLII	CHRISTMAS PALM	25 GAL	N.A.	12'-14' O.A.	Y	FULL CANOPY, TRIPLE TRUNK
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE	SPACING	NATIVE	REMARKS
SHRUBS								
CLD	67	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA	7 GAL	4" HT, 3" SPRD	A.S.	N	FULL & THICK
FAR	8	FARRUGIUM JAPONICUM GIGANTEUM	GIANT LEOPARD PLANT	7 GAL	30" X 30"	A.S.	N	FULL & THICK
MD	1	MONSTERA DELICIOSA	SPLIT LEAF PHILODENDRON	15 GAL	3.5" X 3.5"	A.S.	N	FULL & THICK
PMS	1	PODOCARPUS MACR. 'META'	META PODOCARPUS	30 GAL	6' O.A.	A.S.	N	FULL & THICK
RH2	2	RHAPIS EXCELSA	LADY PALM	15 GAL	5' O.A.	A.S.	N	FULL AND THICK, FLORIDA FANCY
SHRUB AREAS								
CT	149	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCCORUM	3 GAL	18" X 18"	2' O.C.	Y	FULL & THICK
FAK	267	TRIPSACULUM DACTYLOIDES	FAKAHATCHEE GRASS	3 GAL	2' X 2'	2' O.C.	Y	FULL & THICK
TDF	155	TRIPSACULUM FLORIDIANUS	DWARF FAKAHATCHEE GRASS	1 GAL	2' X 2'	2' O.C.	Y	FULL & THICK
GROUND COVERS								
CID*	702	CHRYSOBALANUS ICACO 'HORIZONTAL'	DWARF COCCORUM	3 GAL	1" X 1.5"	2' O.C.	Y	FULL & THICK, NOT STRETCHED, FLORIDA FANCY
EL	299	ERINODIA LITTORALIS	GOLDEN CREEPER	3 GAL	12" X 12"	18" O.C.	Y	FULL & THICK
FG	302	FICUS MACROPHYLLA 'GREEN ISLAND'	GREEN ISLAND FICUS	3 GAL	18" X 18"	18" O.C.	Y	FULL & THICK, FLORIDA FANCY
IV	136	ILEX VORTICORIA 'STOKES DWARF'	DWARF YALPOON HOLLY	3 GAL	12" X 18"	18" O.C.	Y	FULL & THICK, FLORIDA FANCY
MJH	132	MULLENBERGIA CAPILLARIS	PINK MILKWEED GRASS	1 GAL	18" X 18"	2' O.C.	N	FULL & THICK, FLORIDA FANCY
PH3	22	PHILODENDRON 'BURLE MARK'	BURLE MARK PHILODENDRON	3 GAL	18" X 18"	36" O.C.	N	FULL & THICK
PMD	257	PODOCARPUS MACR. 'PRINGLES' OR 'META'	DWARF PODOCARPUS	3 GAL	18" X 18"	16"	N	FULL & THICK, FLORIDA FANCY
LT	114	PODOCARPUS MACR. 'PRINGLES' OR 'META'	DWARF PODOCARPUS	7 GAL	2' X 2'	2' O.C.	N	FULL & THICK, FLORIDA FANCY

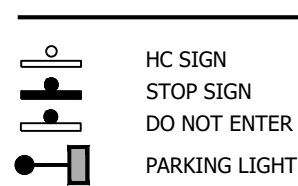
LOCATION MAP



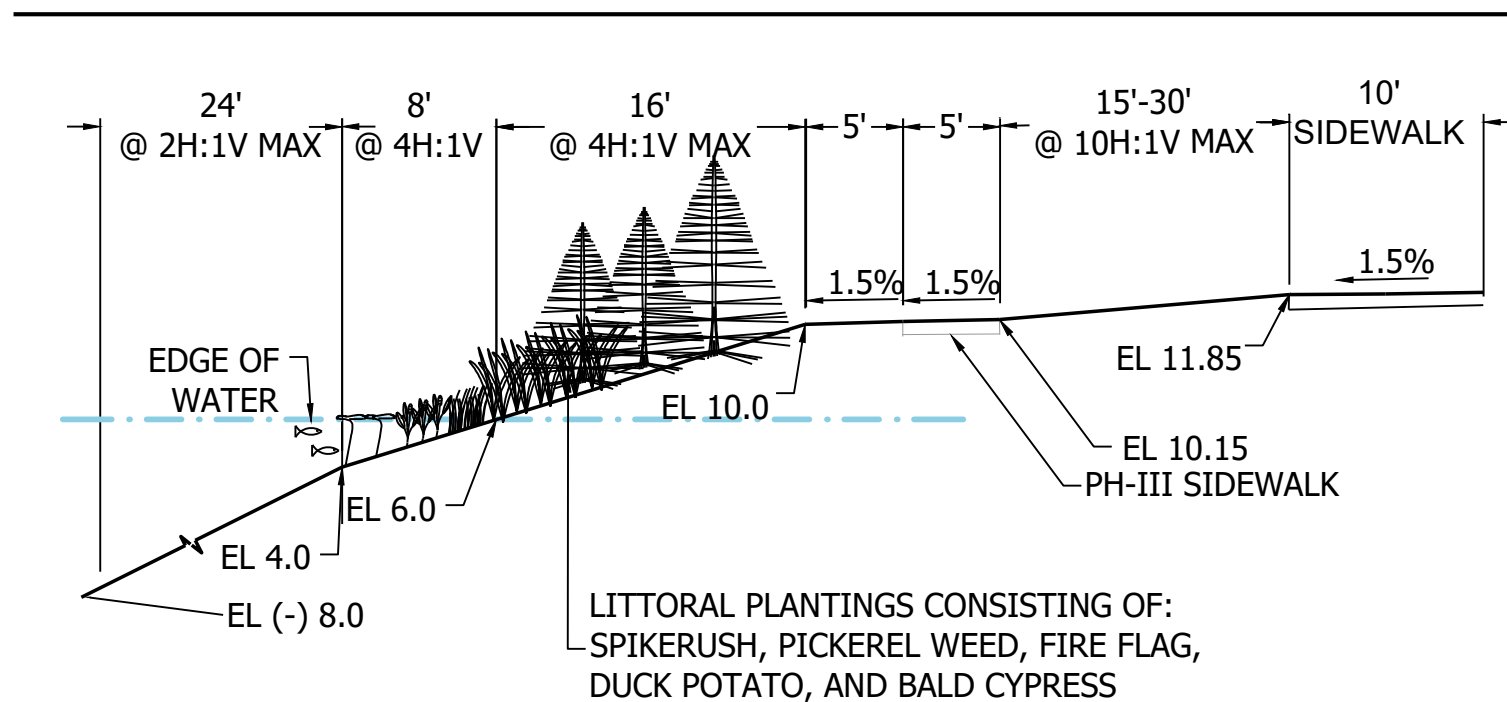
KEY MAP



LEGEND

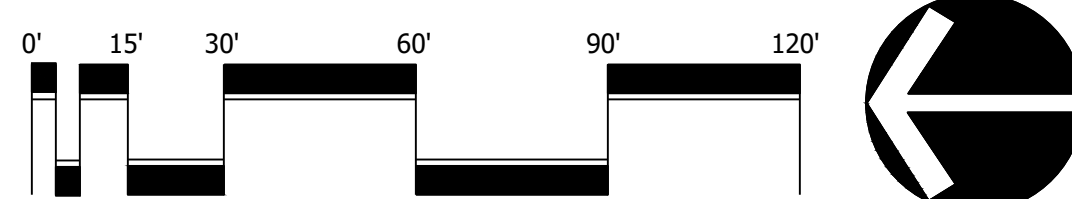


TYPICAL LAKE CROSS-SECTION WITH LITTORAL PLANTINGS



N01°22'22"E 1117.75'
MILITARY TRAIL
(120' ROW)

Phase III Landscape Plan



Scale: 1" = 30'-0"

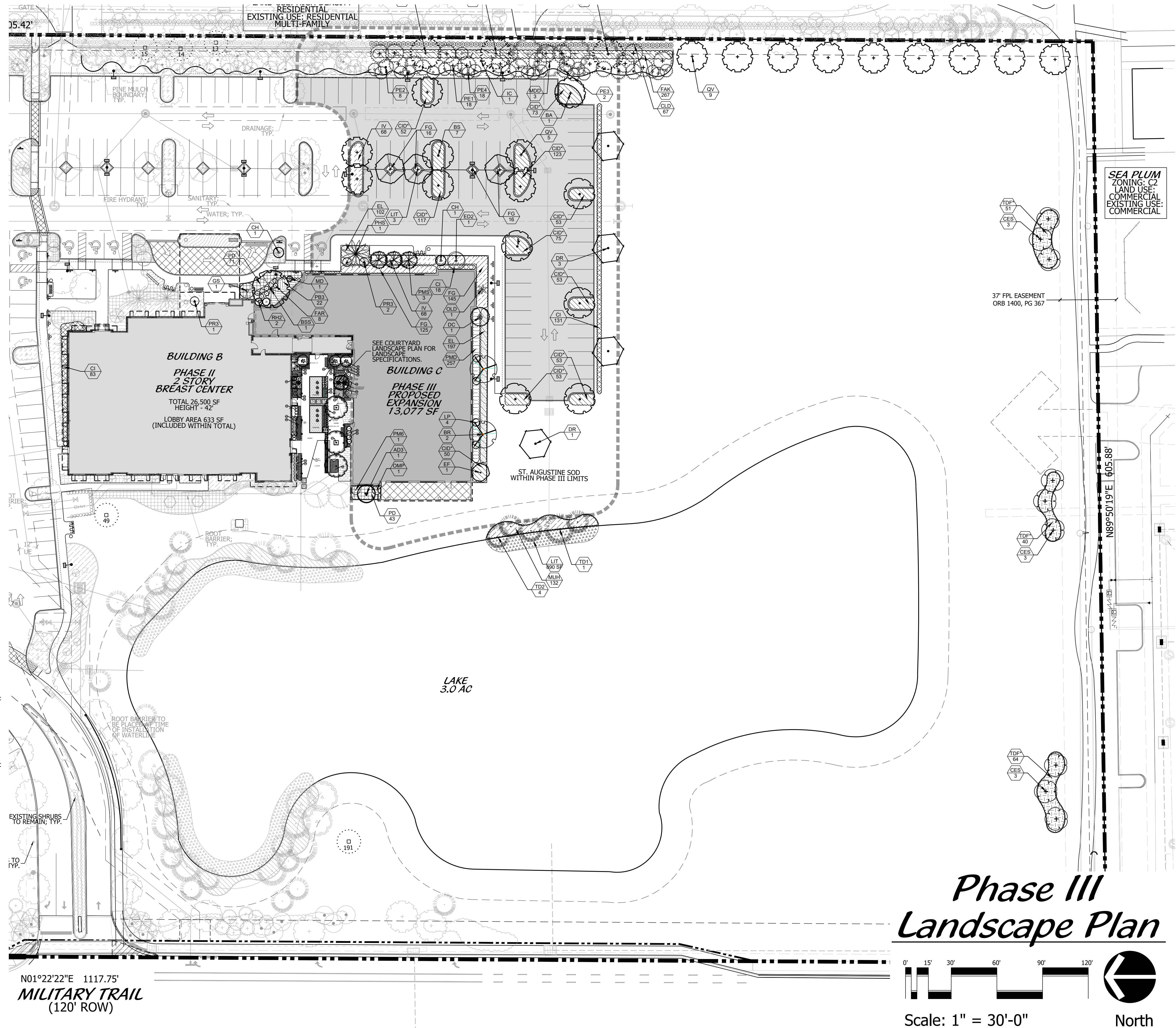
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Jupiter Medical Park
Phase III
Jupiter, Florida

SHEET **2** OF **3**
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LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUPITER LAND DEVELOPMENT REGULATIONS. THE TOWN OF JUPITER LANDSCAPE CODE (LDRS) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF TOWN OF JUPITER, THE OWNER, AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROPERTY DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGHTAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE TOWN OF JUPITER CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRIUM SECUNDATUM FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D READY CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET. TEN FOOT BY THIRTY FOOT SIGHT TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FOOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO PFL POWER LINES WILL COMPLY WITH THE PFL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS. EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDINGS OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" BIO BARRIER/ ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6) FEET OF PUBLIC CURBS. SIDEWALKS OR ALL ROOT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF JUPITER. THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV., VEGETATION REMOVAL REQUIREMENTS IN THE TOWN OF JUPITER CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SHADE SHALL VARY FROM 90" TO 48" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEEDED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

EXISTING PHASE II PLANT LIST

TREES	Quantity	Botanical	Common	CONT	CAL	SIZE	Remarks
AG*	5	ANNONA GLABRA	POND APPLE	7 gal		5' OA	FULL CANOPY
BS*	2	BURSERA SIMARUBA	GUMBO LIMBO	N.A.	3"Cal	12'-14' HT., 6X8' SPRD	FULL CANOPY, FLORIDA FANCY
CUS	1	CURPESUS SPERMOPHYTES	ITALIAN CYPRESS	N.A.	N.A.	20' O.A.	FULL, MATCHED, FLORIDA FANCY
ED	7	ELAEAGARIS BULBERYI	JAPANESE BULBERY TREE	30 gal	N.A.	10'-12' O.A.	CONICAL, FULL TO BASE, MATCHED
IC*	7	ILEX CASSINE	DAHOON HOLLY	N.A.	3"Cal	12'-14' HT., 6X8' SPRD	FULL CANOPY
IE*	1	ILEX 'EAST PALATKA'	EAST PALATKA HOLLY	N.A.	3"Cal	12'-14' HT., 6X8' SPRD	FULL CANOPY, FULL TO BASE, MATCHED
JAT	6	JATROPHA STANDARD	JATROPHA	10 gal	1.25"Cal	4' HT. X 5' SPRD.	FULL, SPECIMEN, 2.5' C.T. TIGHT HEADS
JS	12	JUNIPERUS CHINENSIS 'SPARTAN'	SPARTAN JUNIPER	45 gal		7'-8' O.A.	FLORIDA FANCY, FULL TO BASE WITH NATURAL FORM
UT	14	LAGERSTROEMIA X 'TUSKEGEE'	TUSKEGEE GRAPE MYRTLE	65 gal	3"Cal	12' O.A.	FULL, SINGLE TRUNK, FLORIDA FANCY, LIMB UP 3'; MATCHED
LUS	9	LAGISTRUM JAPONICUM	JAPANESE PRIVET	65 gal	2.5"Cal	8'-10' O.A. X 7' SPRD.	FULL CANOPY, MULTI-STEM, LIMB UP
MDO*	7	MAGNOJA GRANDIFLORA 'D.D. BLANCHARD' TM	MAGNOLIA	N.A.	3"Cal	12'-14' HT., 6X8' SPRD	FULL CANOPY
MC*	1	MYRICA CERIFERA	WAX MYRTLE	88 gal	N.A.	7'-8' O.A.	FULL CANOPY; LIMB UP
PE1*	60	PINUS ELLIOTTI 'DENSE'	SLASH PINE	N.A.	2.5"Cal	12'-14' HT.	FULL CANOPY
PE2*	33	PINUS ELLIOTTI 'DENSE'	SLASH PINE	N.A.		10'-12' OA	FULL CANOPY
PE3*	36	PINUS ELLIOTTI 'DENSE'	SLASH PINE	N.A.		8'-10' OA	FULL CANOPY
PE4*	52	PINUS ELLIOTTI 'DENSE'	SLASH PINE	N.A.		6'-8' OA	FULL CANOPY
QU*	60	QUERCUS VIRGINIANA	LIVE OAK	N.A.	4"Cal	14' HT., 8' SPRD	FULL CANOPY; 5' C.T. MIN.; MATCHED
QU*-R	4	QUERCUS VIRGINIANA - RELOCATED	LIVE OAK - RELOCATED	RELOCATED	RELOCATED	RELOCATED	RELOCATED FROM ON-SITE
TD2*	48	TAXODIUM DISTICHUM	BALD CYPRESS	7 gal	2"Cal	7'-8' O.A.	FULL & THICK
TD1*	51	TAXODIUM DISTICHUM	BALD CYPRESS	25 gal	2.5"Cal	12' O.A.	FULL & THICK
TU	3	TIBOUCHINA URVILLEANA	GLORYBUSH	25 gal		5'-6' O.A. X 5' SPRD.	FULL CANOPY
PALMS							
BN	2	BISMARCKIA NOBILIS 'SILVER'	BISMARCK PALM	N.A.	N.A.	4'-6' GW	FULL CANOPY; MATCHED
CH	7	CHAMAEEROPS HUMILIS	EUROPEAN FAN PALM	45 gal	N.A.	4'-5' O.A.	MULTI TRUNK, FULL CANOPY, FLORIDA FANCY
CH2	2	CHAMAEEROPS HUMILIS	EUROPEAN FAN PALM	65 gal	N.A.	6'-7' O.A.	MULTI TRUNK, FULL CANOPY, FLORIDA FANCY, 5 MAJOR STEMS
CP-R	2	COCOS NUCIFERA - RELOCATED	COCONUT PALM - RELOCATED	RELOCATED	RELOCATED	RELOCATED	RELOCATED FROM ON-SITE
LD	8	LIVISTONIA DECIPENS	RIBBON PALM	N.A.	N.A.	10' C.T.	DIAMOND CUT TRUNK; MATCHED
PH5	5	PHOENIX SYLVESTRIS	SYLVESTER DATE PALM	FIELD GROWN	N.A.	10' G.W.	STRAIGHT TRUNK, FULL CANOPY, MATCHED, DIAMOND CUT TRUNK, FLORIDA FANCY
SP*	5	SABAL PALMETTO	SABAL PALMETTO	N.A.	N.A.	10', 14', OR 18' C.T. STGG.	SUCK; STRAIGHT TRUNK. SIZES VARY ACCEPT WHERE NOTED ON PLAN
SP2*	30	SABAL PALMETTO	CURVED CARBAGE PALM	N.A.	N.A.	14', 18', 20', 24' O.A.	STRONG, UNIQUE CURVES, SUCK TRUNKS
SP*-R	14	SABAL PALMETTO-RELOCATED	SABAL PALMETTO-RELOCATED	RELOCATED	RELOCATED	RELOCATED	RELOCATED FROM ON-SITE
SHRUBS							
BFH	540	BULBINE FRUTESCENS 'HAUMARK'	BULBINE	1 gal		12" x 12"	FULL, YELLOW FLOWERS, FLORIDA FANCY
CLD*	401	CHRYSOBALANUS ICACO 'HORIZONTAL' *	DWARF COCOPLUM	3 gal		1' x 1.5'	FULL & THICK, NOT STRETCHED, FLORIDA FANCY
CLD	240	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA	7 gal		4' HT., 3' SPRD	A.S.
CI	200	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	3 gal		18" X 18"	FULL & THICK
FAK*	520	TRIPSACDUM DACTYLOIDES	FAKAHATCHEE GRASS	3 gal		2' X 2'	FULL & THICK
FG	160	FICUS MACROPHYLLA 'GREEN ISLAND'	GREEN ISLAND FICUS	3 gal		12" x 12"	FULL & THICK, FLORIDA FANCY
IV*	1060	ILEX VOMITORIA 'STOKES DWARF'	DWARF YAUPOIN HOLLY	3 gal		12" X 18"	FULL & THICK, FLORIDA FANCY
JM	350	TRACHELOSPERMUM ASIATICUM 'MINIMA'	MINIMA JASMINE	1 gal		6" X 12"	FULL & THICK, FLORIDA FANCY
JP	260	JUNIPERUS CHINENSIS 'PARSONII'	PARSON JUNIPER	3 gal		12" X 18"	FULL & THICK, FLORIDA FANCY
LM	55	URIPOE MUSCARI 'EVERGREEN GIANT'	LIRIOPE	3 gal		2' x 2'	FULL & THICK, FLORIDA FANCY
MUH	782	MULLENBERGIA CAPILLARIS	PINK MUHLY GRASS	1 gal		18" X 18"	FULL & THICK, FLORIDA FANCY
PD	486	PODOCARPUS MAKII, 'TRINGLES' OR 'META'	PODOCARPUS MAKII	3 gal		2' X 2'	FULL & THICK, FLORIDA FANCY
PM10	46	PODOCARPUS MAKII	PODOCARPUS	10 gal		5' O.A.	FULL & THICK
PM	21	PODOCARPUS MAKII	PODOCARPUS	7 gal		3' O.A.	FULL & THICK
SAV	27	SCHEFFELERA ARBORICOLA 'TRINETTE'	DWARF VARIEGATED SCHEFFELERA	3 gal		#3, 1.5' HT., 1.5' SPD. 2' OC.	FULL & THICK
SS1*	383	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	3 gal		18" X 18"	FULL & THICK
SB*	1638	SPARTINA BAKERI	SPARTINA GRASS	1 gal		3' HT. X 2' SPRD.	FULL & THICK
TD6*	73	TRIPSACDUM FLORIDANA	DWARF-FAKAHATCHEE GRASS	3 gal		2' X 2'	FULL & THICK
LITTORAL MASS PLANTING 3,550SF TOTAL							
UT*	886	TOTAL LITTORAL PLANTS					
+	65%	ELEOCHARIS CELLULOSA	SPICKERUSH	BAREROOT		24" O.C.	FULL & THICK
+	15%	PONTERDERIA CORDATA	PICKEREL WEED	BAREROOT		24" O.C.	FULL & THICK
+	10%	THALIA GENICULATA	FIRE FLAG	BAREROOT		24" O.C.	FULL & THICK
+	15%	SAGITARIA LATIFOLIA	DUCK POTATO	BAREROOT		24" O.C.	FULL & THICK

* INDICATES NATIVE PLANT MATERIAL

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS: PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. Nomenclature shall conform to STANDARD PLANT NAMES, 1942 EDITION, ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. UNLESS SPECIFIED OTHERWISE, ALL PLANTS GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING, I.E. ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MUST CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDED METALCALCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGROFORM OR EQUIV.) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16"-12"	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1 1/4 LB.	1
3 GAL.	1 1/2 LB.	3
7-15 GAL.	2 LB. 1/2" CALIPER	2 PER 1" CALIPER
16"-18" CALIPER	2 LB. 1/2" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LB. 1/2" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESHULING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCORD WITH UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 5 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY THE LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE MATERIALS, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEAFER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD

SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOD DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

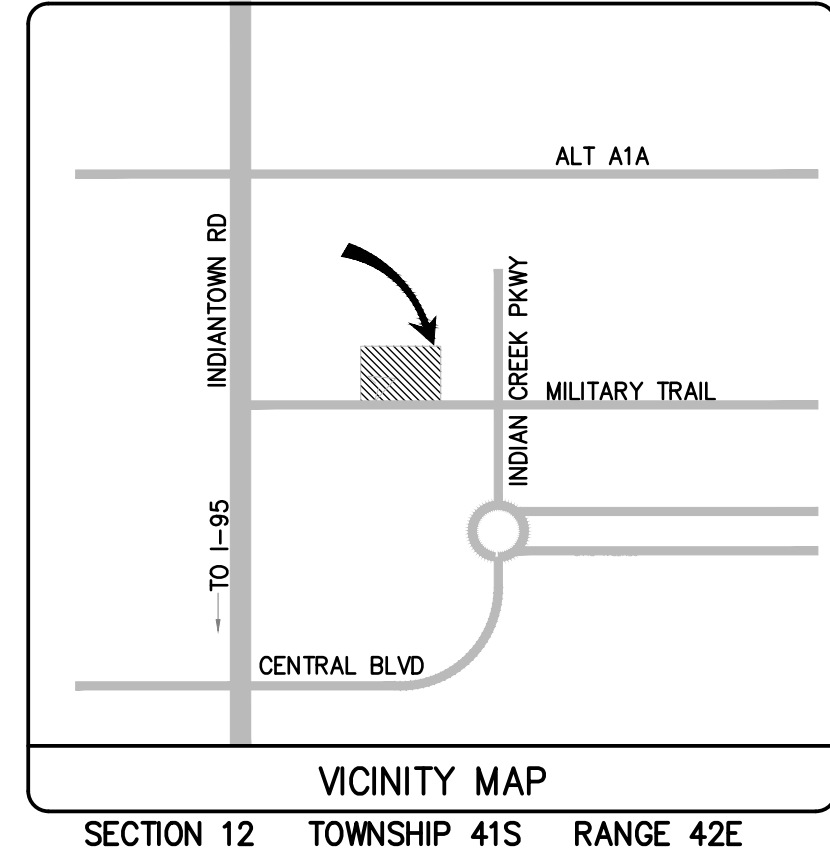
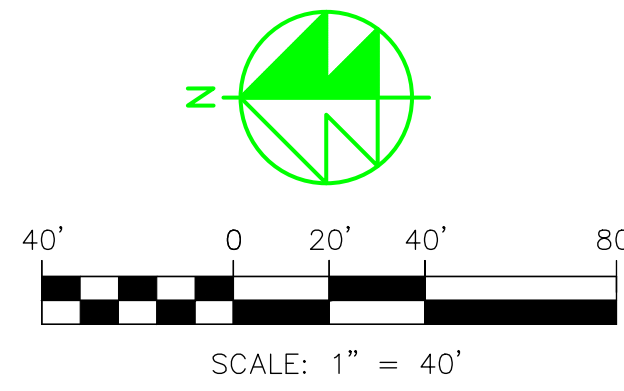
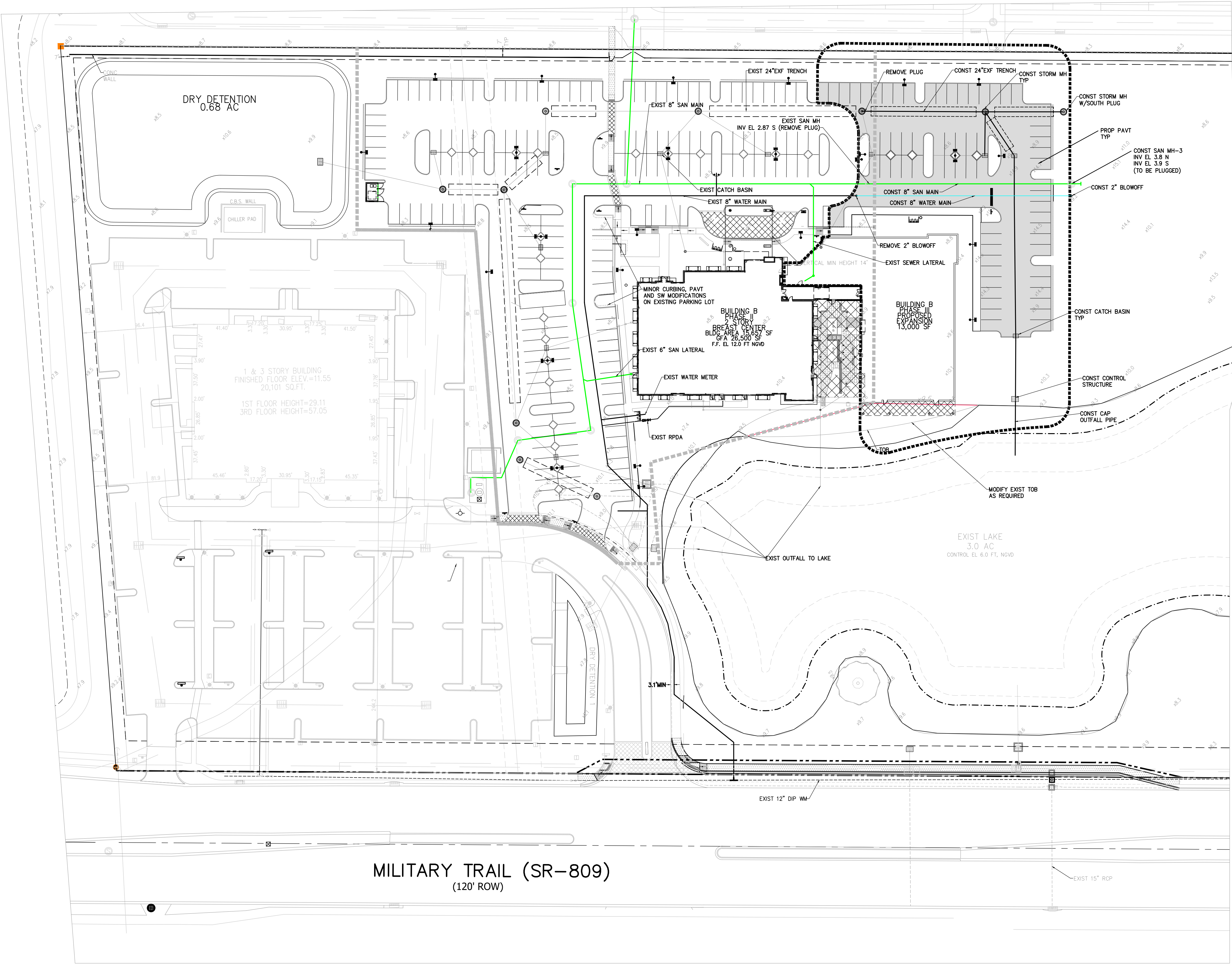
PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF CORDED GRASS (PANICUM REPERIS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED RELOCATION SOIL.

LANDSCAPE WARRENTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE



REVISIONS

09-11-25 REV PER SP

Jeff H. Kravani, Inc.

Consulting Engineers

1934 COMMERCE LANE, SUITE 5
JUPITER, FLORIDA 33458
TEL: (561) 575-6030
FAX: (561) 575-6088
www.jhinc.com
jhinc@jhinc.com

Jupiter, Florida

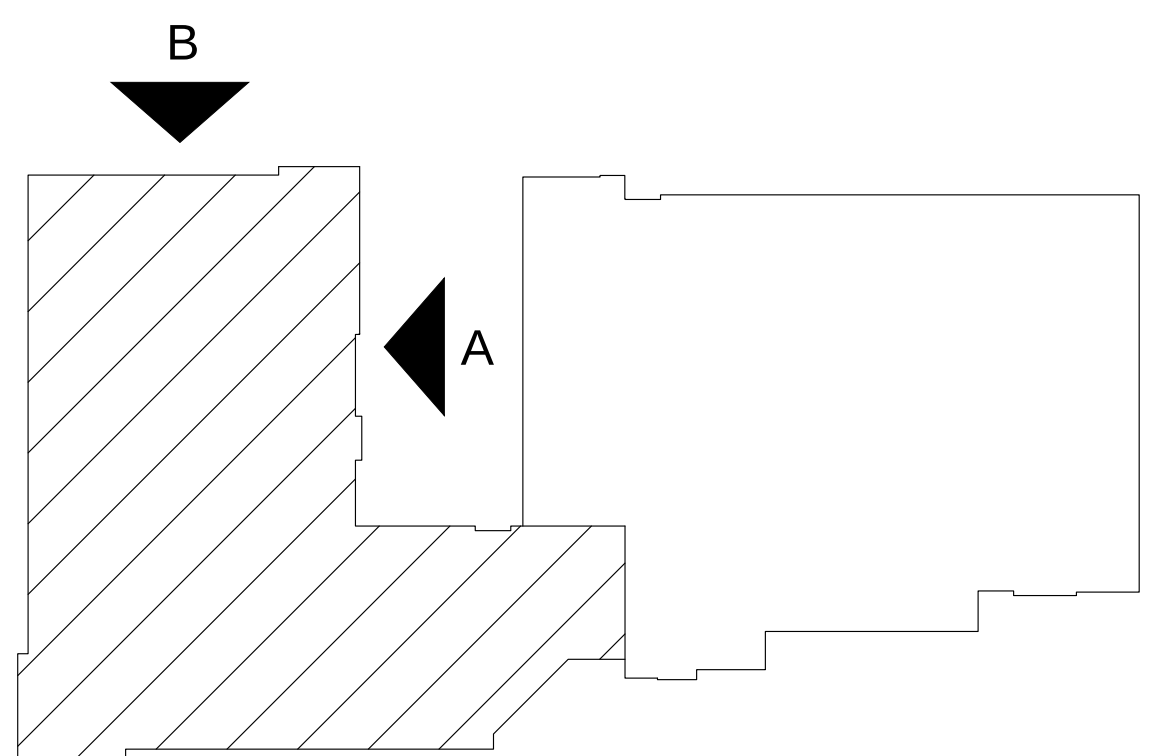
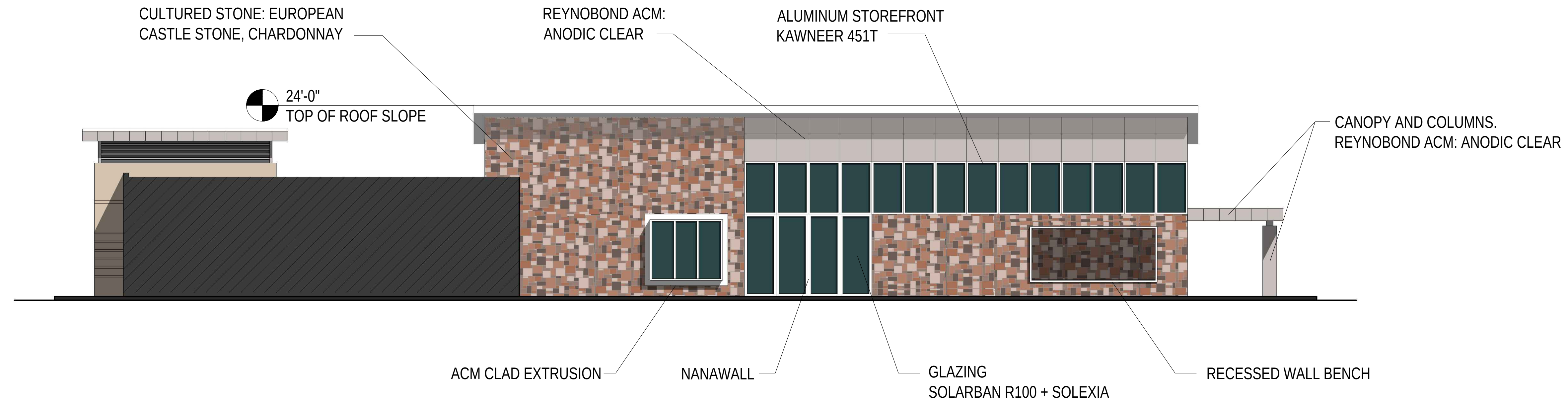
LEGEND	
⊙ 10.0	PROP PAVT EL
⊙	EXIST EL
⊙	CONTRACTOR TO FIELD VERIFY
*	INVERT EL
CB	CATCH BASIN
YD	YARD DRAIN
BC	BOTTOM OF CURB
BE	BOTTOM EL
TC	TOP OF CURB
TE	TOP EL
EXF	EXFILTRATION TRENCH
WM	WATER MAIN
FM	FORCE MAIN
FIM	FIRE MAIN
WW	WASTEWATER GRAVITY
GH	FIRE HYDRANT
GV	GATE VALVE
SV	SIAMESE CONN.
CV	CHECK VALVE
DD	DOUBLE DETECTOR
CHV	CHECK VALVE
WMP	WATER METER W/ REDUCED PRESSURE BACKFLOW PREV.
SP	SAMPLE POINT
MES	MITERED END SECTION
F.F.EL	FIN FLOOR ELEV
F.L.EV	FLOW LINE ELEV
TOB	TOP OF BANK
TOS	TOE OF SLOPE
TOC	TOP OF CONCRETE
TV	TAPPING VALVE
CO	CLEANOUT
⊙ B1	BORING NO. AND LOCATION

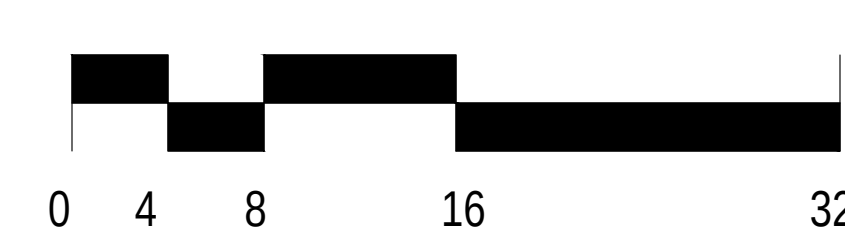
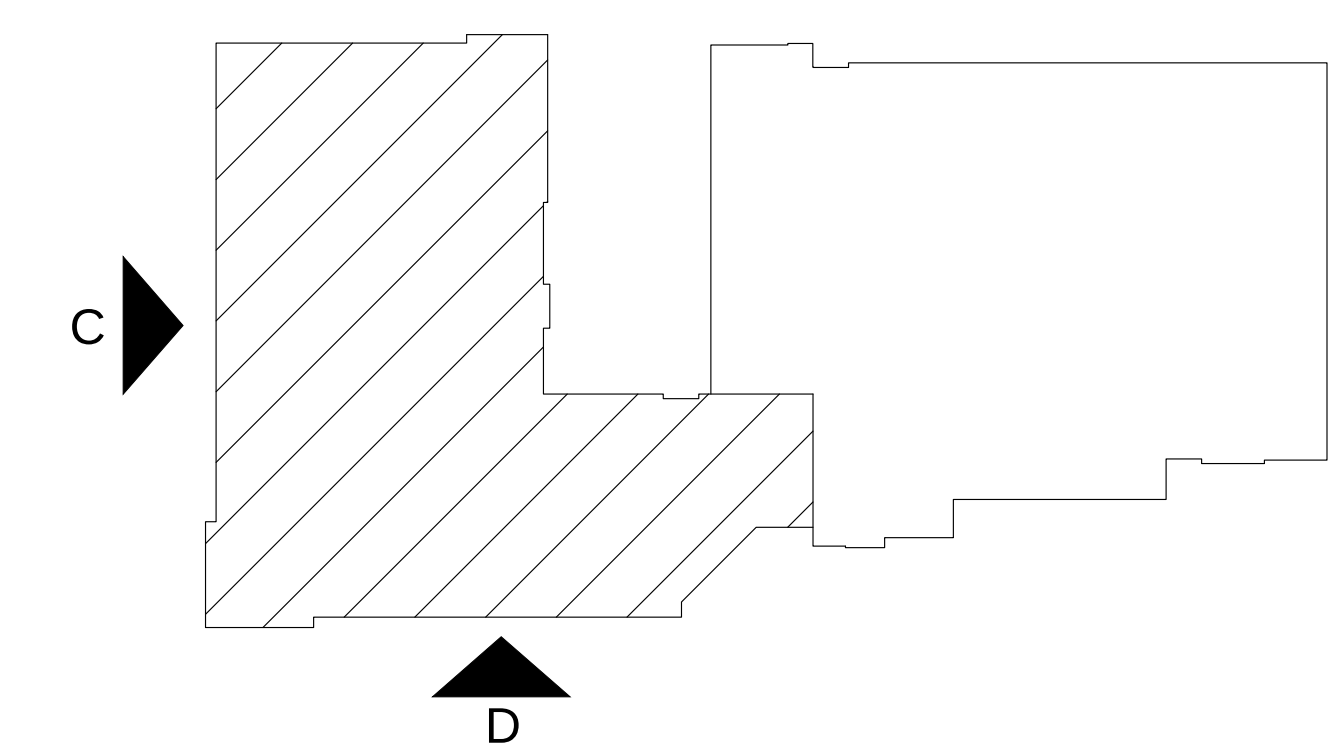
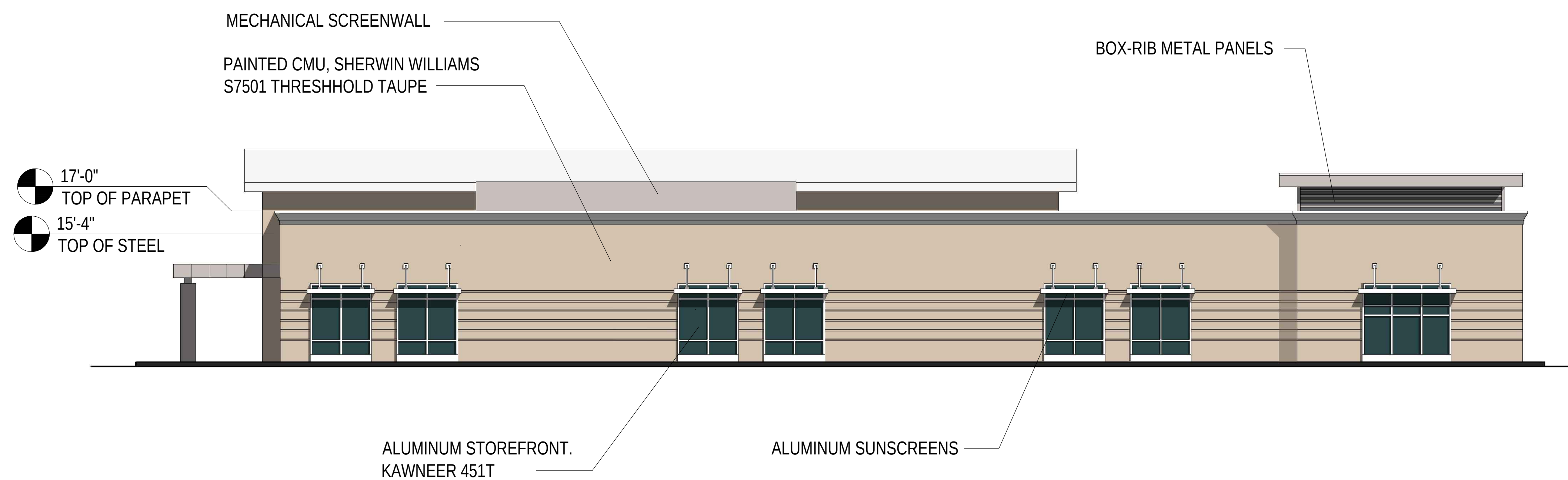
CALL TOLL FREE
811
CALL SUNSHINE
NOTIFICATION CENTER

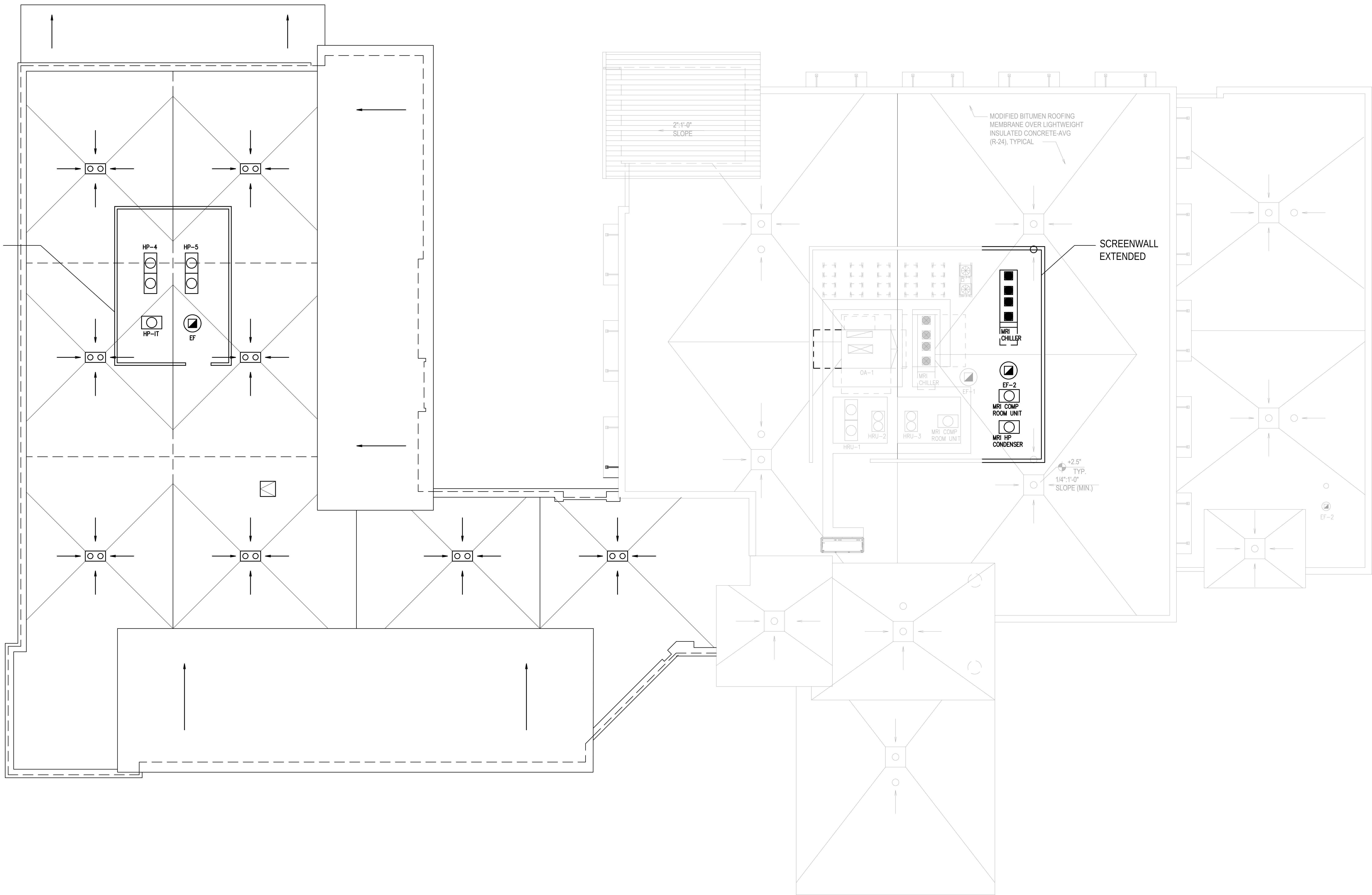
Conceptual Improvement Plan		JOB NO.	2507-1923
DATE	SCALE	DRAWN BY	JB1
	DESIGNED BY	JB1	
07/10/2025	1:40		

SEAL

CDA # 6986
SHEET NO.
CI-1
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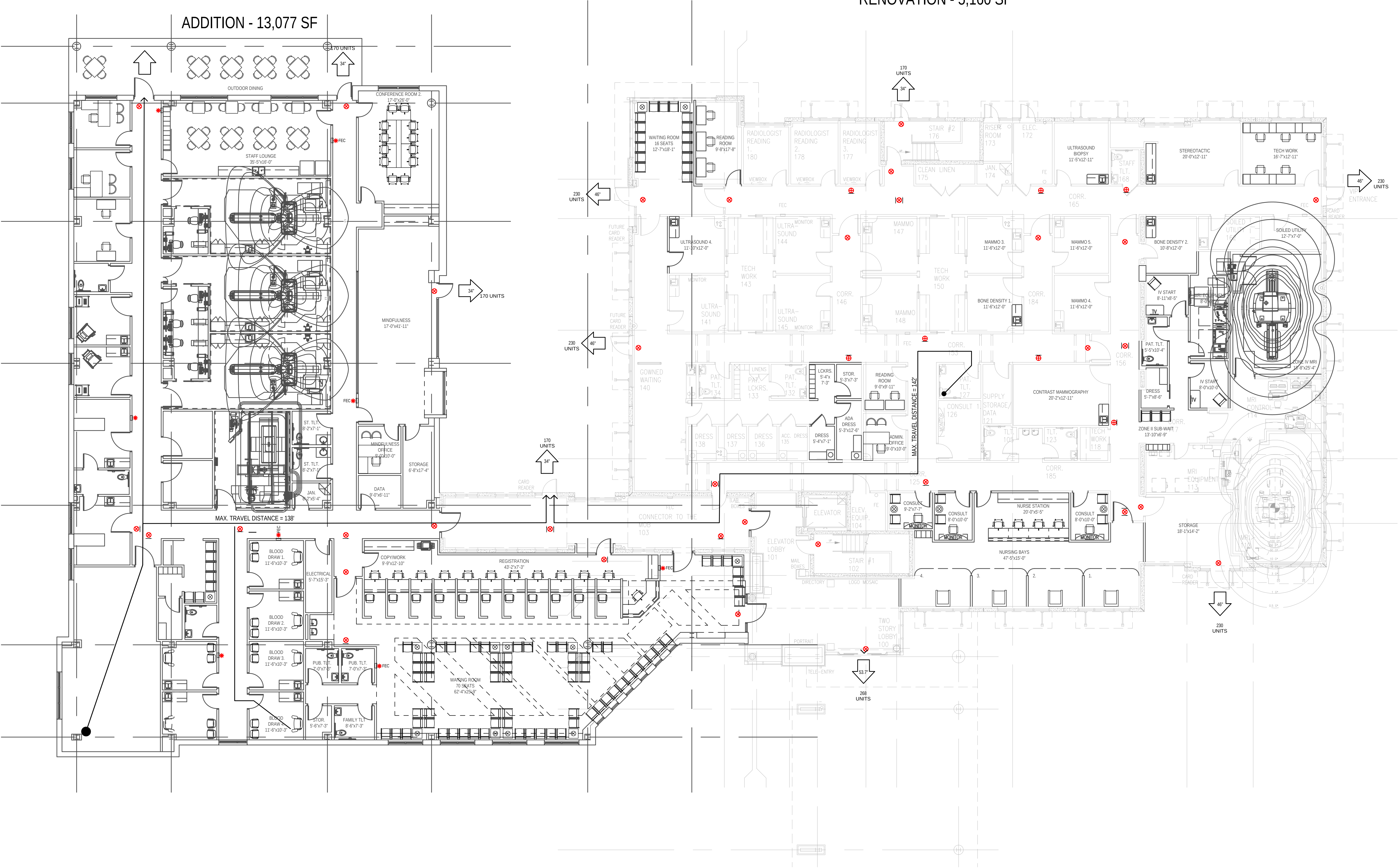


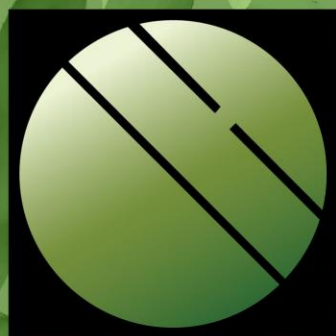




RENOVATION - 5,160 SF

ADDITION - 13,077 SF





Cotleur & Hearing



JUPITER MEDICAL CENTER

Jupiter Medical Park—Phase III Expansion Margaret W. Niedland Breast Center

November 18, 2025

Owner/Applicant: **Jupiter Medical Center**

Planner/Landscape Architect: **Cotleur & Hearing**

Architect: **DSC Architects**

Civil Engineer: **Jeff Iravani Engineering**



Request

Approval of Phase III of Jupiter Medical Park

- **Expansion of the Margaret W. Niedland Breast Cancer Center**
 - 1-story
 - 13,077 square feet



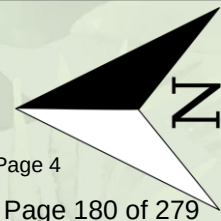


❖ 15.8 Acres

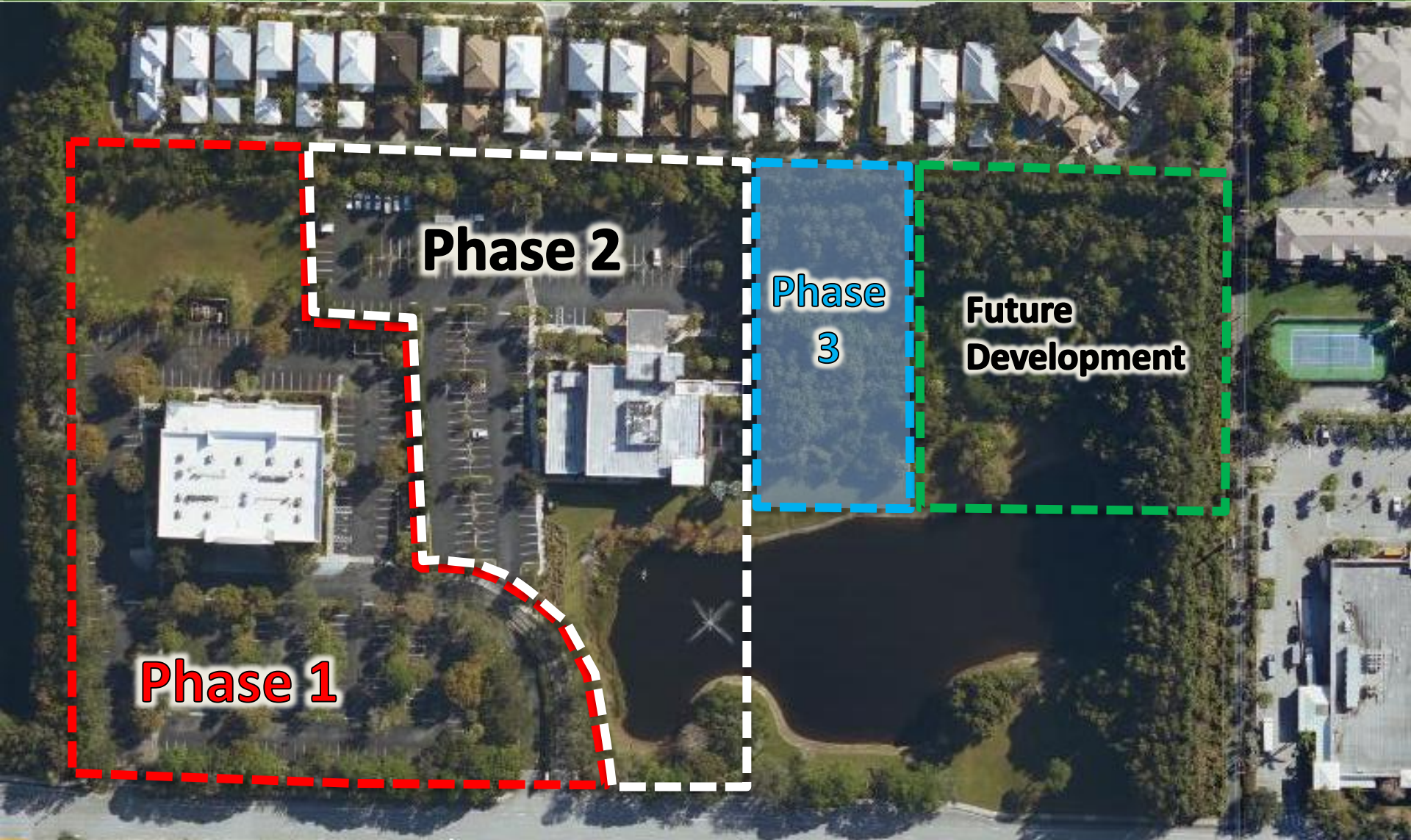
❖ FLU = Commercial

❖ Zoning = C3

❖ Overlay = Bioscience Research Protection



Development History



Phase 1 Approval – 2000
Phase 2 Approval – 2014

Phase 3 Approval – 2025*
Future Development – N/A



Background

Opened in 2016, the current two-story 26,000 square foot facility houses JMC's Women's Center offering a variety of comprehensive services.

First Floor Services: 3D mammography, breast ultrasound, Positron Emission Mammography (PEM), stereotactic breast biopsy, bone density, and breast and general MRI & CT.

Second Floor: outpatient lab drawing suite and houses two in-house breast surgeons offices.

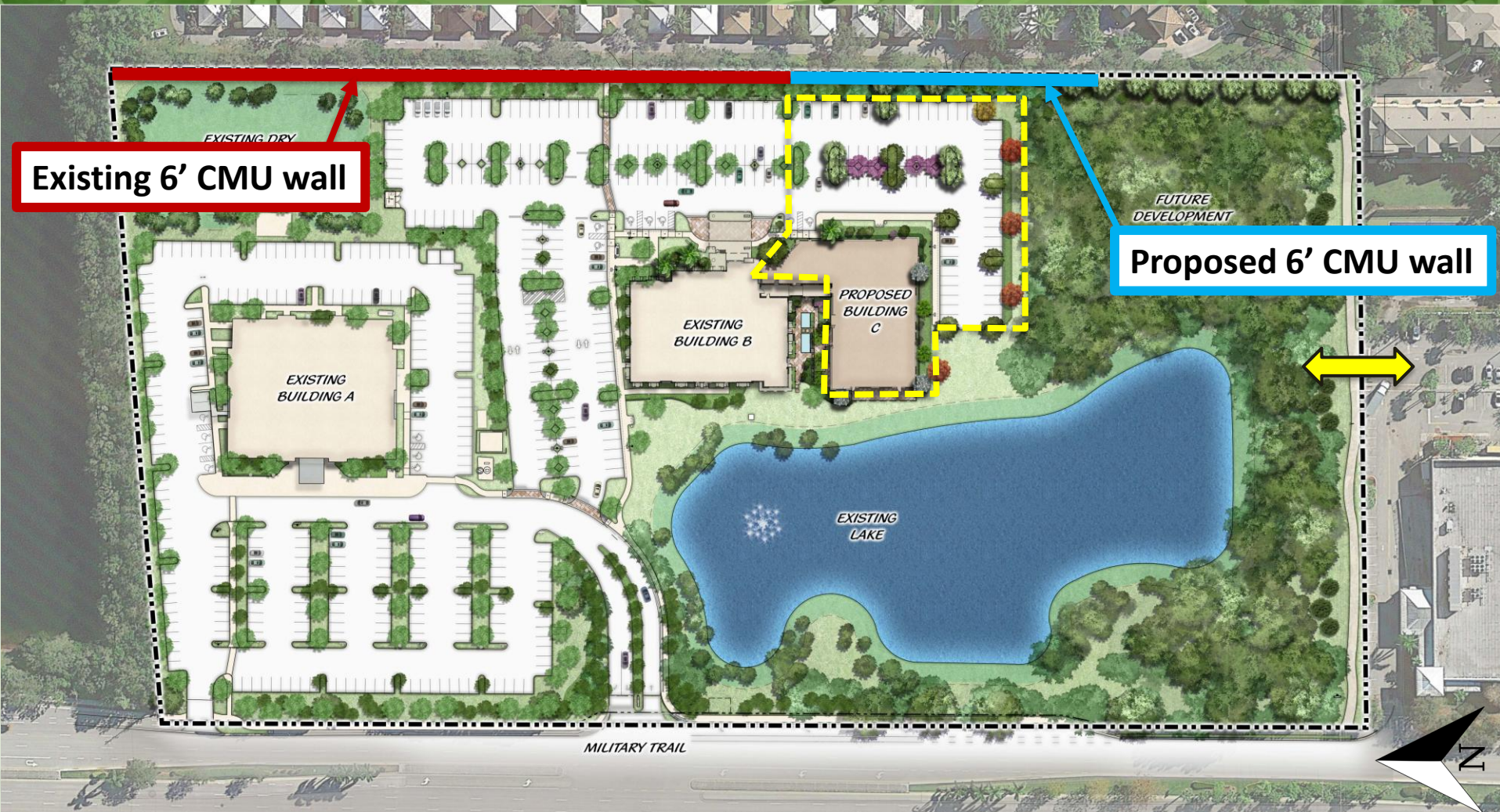


Benefit to Community



- High demand for additional women's imaging services with JMC.
 - The current wait time for imaging services is 1-3 months.
- ↓ ↓ ↓
- Expansion will significantly reduce imaging service scheduling delays, provide additional women's diagnostic testing capacity, a 2nd MRI, two additional CT scanners, and a large meeting space for mindfulness classes.
 - Add 20-25 high paying medical jobs to the community.

Site Plan Overview



- One-story 13,077 SF building expansion
- 68 added parking spaces
- 153-foot setback from east property line
- Exotic Vegetation Removal
- 64% Open Space
- 42% Greenspace (35% Required)
- 7.59% Building Lot Coverage



Our office held three (3) virtual public outreach meetings for the residents of Botanica. All meetings have been noticed by mail.

Architecture

- Designed by DSC Architects
- Continuation of the contemporary architectural style
- Strategic mix of materials (Chardonnay European castle stone, stucco, metal, glass)
- Recessed brick wall bench
- Neutral earth color palette



West Elevation (facing Military Trail)



East Elevation (facing Botanica subdivision)



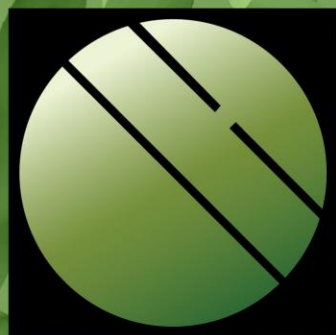
- Existing Building Height = 42 feet
- Proposed Building Height = 20 feet (top of parapet)**

Approval of this application will:

- I. Significantly improve accessibility to women's imaging services.
- II. Create new high paying medical jobs in Jupiter.
- III. Continue the vision and success of Jupiter Medical Park.

*****We have received overwhelming support and unanimous recommendation for approval from the Planning Commission on October 14, 2025.*****





Cotleur & Hearing



JUPITER MEDICAL CENTER

Thank you

DAVIS STOKES COLLABORATIVE, P.C.

DSC 
ARCHITECTS

Jeff H. Iravani, Inc
Consulting Engineers

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TOWN OF JUPITER
Approval of Two Street Resurfacing Continuing Services Contracts, EPW 2025-33A and EPW 2025-33B



DATE	November 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Resolution 119-25 and awarding Contracts to LP Asphalt, LLC (EPW 2025-33A) and Timothy Rose Contracting, Inc. (EPW 2025-33B) for Street Resurfacing Continuing Services in a combined amount not to exceed \$10,000,000.00.

EXECUTIVE SUMMARY

Town staff is providing Resolution 119-25 for consideration by Town Council to award two (2) individual, non-exclusive, continuing services contracts to LP Asphalt, LLC (EPW 2025-33A) and Timothy Rose Contracting, Inc. (EPW 2025-33B) for Street Resurfacing in a combined amount not to exceed \$10,000,000.00 for a three-year term with two optional one-year renewal terms.

The continuing services contract scope shall be to provide all labor, materials, equipment, and services necessary for roadway construction and associated road work on an as-needed basis, including but not limited to:

- Milling & Resurfacing
- Full Depth Roadway Construction
- Reworking Existing Base
- Signing & Pavement Marking
- Guardrail
- Drainage Improvements
- Safety Improvements
- ADA Accessibility including new installation, modification, or repairs of existing structures
- Bicycle and Pedestrian Facility Construction
- Intersection Improvements
- Construction surveying and layout
- Sodding and landscaping
- Record Drawings/As-Builts
- All other work shown and/or specified in the Contract Documents

Projects shall be assigned on an individual basis to the awarded contractors using the contract unit prices based on total project cost and schedule constraints. Individual requests for proposals shall be submitted with project scope for each project. Each project will be awarded a work order and a purchase order at the Town's discretion based on price, responsiveness, and/or quality of workmanship.

Publicly advertised unit price competitive bids were solicited via EUNA OpenBids, formerly

DemandStar (www.DemandStar.com), from qualified vendors capable of performing the work. On October 21, 2025, nine (9) bids were received and opened (please see attached bid tabulation). Town staff reviewed all bids and determined that LP Asphalt, LLC and Timothy Rose Contracting, Inc. were the two lowest, most responsive, and responsible bidders with a total bid amount of \$6,520,626.40 and \$6,809,755.30 respectively.

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's purchasing policy.

It should be noted that most roadways included in the contract scope are those identified within the Town's FY2026 Community Investment Program Project# E1003 – Street Resurfacing (attached). Other projects such as Utilities Department roadway repair or park facility parking lots may use this contract. These continuing services contracts will be used for budgeted projects, unless otherwise approved by the Town Council. The actual streets resurfaced from this list in the attached CIP sheet will be determined by the availability of funds and priority of resurfacing within the CIP budget.

Contract renewals will be handled by contract amendment, at the discretion of the Town Manager. Contract language clearly states that work performed under this contract is subject to appropriated fiscal year operating and CIP budgets and there is no minimum amount of work expressed or guaranteed to be performed.

Staff requests Town Council's approval of Resolution 119-25 and the award of Contracts to LP Asphalt, LLC (EPW 2025-33A) and Timothy Rose Contracting, Inc. (EPW 2025-33B) for Street Resurfacing in a combined amount not to exceed \$10,000,000.00 for a three-year term with two optional one-year renewal terms.

In the event the Town Council approves Resolution 119-25, the Mayor will be authorized to execute the Contract on its behalf.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence

ATTACHMENTS

1. Resolution 119-25
2. Bid Tabulation
3. Street Resurfacing Contract_LP Asphalt
4. Street Resurfacing Contract_Timothy Rose Construction
5. FY26 CIP_E1003-Street Resurfacing

FUNDING SOURCE

Amount Approved in Budget for FY2026	\$2,329,772.00	Sources*: 31031041-553000-E1003 Street Resurfacing
--------------------------------------	----------------	--

Additional Funding Requested		
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*Work under this contract will be subject to fiscal appropriation by the Town Council for subsequent fiscal year operating and CIP budgets.

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

RESOLUTION NO. 119-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS STREET RESURFACING CONTINUING SERVICES TO LP ASPHALT, LLC (EPW 2025-33A) AND TIMOTHY ROSE CONTRACTING, INC. (EPW 2025-33B).

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

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

WHEREAS, the Town's Engineering and Public Works Department solicited bids for Street Resurfacing Continuing Services Contract; and

WHEREAS, the scope of work for the Street Resurfacing Continuing Services Contract consists of but is not limited to, the milling of existing asphalt pavement, adjustments to utility manholes and valves, concrete removal and installation, asphaltic concrete roadway overlay, striping rehabilitation, and striping of new asphalt; and

WHEREAS, pursuant to the process established within the bid process, LP Asphalt, LLC and Timothy Rose Contracting, Inc. were the two lowest, most responsive, and responsible bidders to provide the services required by the bid documents and subsequent contracts; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2025-33A to LP Asphalt, LLC and Contract EPW2025-33B to Timothy Rose Contracting, Inc. in a combined amount not to exceed \$10,000,000.00 for a term of (3) years with (2) 1-year renewal options; and

WHEREAS, the Town has sufficient funds in its Community Investment Program budget which are available for the funding of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the contracts with LP Asphalt, LLC and Timothy Rose Contracting, Inc. on behalf of the Town.

Section 3. Upon the acceptance and execution of each contract, LP Asphalt, LLC and Timothy Rose Contracting, Inc. shall be responsible for carrying out all responsibilities which have been established therein.

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

BID TABULATION
STREET RESURFACING CONTINUING SERVICES
EPW 2025-33
TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID
Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997	\$9,218,187.17	\$9,218,187.17
M & M Asphalt Maintenance Inc. DBA All County Paving 1180 SW 10 th Street Delray Beach, FL 33444	\$7,218,182.00	\$7,218,182.00
R & D Paving, LLC 5730 Corporate Way, Unit 214 West Palm Beach, FL 33407	\$7,623,515.50	\$7,623,515.50
LP Asphalt, LLC 10790 SW Citrus Blvd. Palm City, FL 34990	\$6,520,626.40	\$6,520,626.40
Timothy Rose Contracting, Inc. 1880 82 nd Avenue, Suite 205 Vero Beach, FL 32966	\$6,809,755.30	\$6,809,755.30
Janice M Riley, Inc. DBA The Paving Lady 1000 W Industrial Ave Boynton Beach, FL 33426	\$7,523,315.35	\$7,523,315.35
CWR Contracting, Inc. 8530 SW Jayme Way Palm City, FL 34990	\$12,009,640.75	\$12,009,640.75

Attachment 2 - Bid Tabulation

Ranger Construction Industries, Inc. 1645 N Congress Ave. West Palm Beach, FL 33409	\$15,065,193.65	\$15,065,193.65
J.W. Cheatham, LLC 7396 Westport Place West Palm Beach, FL 33413	\$7,288,382.00	\$7,288,382.00

Bids marked in red rejected per section 15.1 of bid documents – Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.



**AGREEMENT BETWEEN THE TOWN OF JUPITER AND
CONTRACTOR FOR CONSTRUCTION**

THIS AGREEMENT, effective this ____ day of _____ in the year, 2025, between:

TOWN OF JUPITER, a political subdivision of the State of Florida, (hereinafter TOWN), located at 210 Military Trail, Jupiter, FL 33458.

AND the CONTRACTOR: LP Asphalt, LLC
(hereinafter CONTRACTOR)

Project Name: STREET RESURFACING

Project Number: EPW2025-33A

In accordance with the following terms:

- Total Contract Price: \$6,520,626.40
- Substantial Completion Time: Established with each issued Work Order
- Final Completion Time: 30 calendar days upon issuance of the Punchlist
- Liquidated Damages: Established with each issued Work Order

INDEX

Article 1:	Definitions
Article 2:	Work / Preliminary Requirements
Article 3:	Contract Price
Article 4:	Contractor Responsibilities
Article 5:	Payment
Article 6:	Time of Performance
Article 7:	Liquidated Damages
Article 8:	Claims for Additional Time
Article 9:	Site Conditions
Article 10:	Indemnification
Article 11:	Termination
Article 12:	Suspension of the Work
Article 13:	Changes in the Work
Article 14:	Materials, Equipment, and the Workmanship; Substitutions
Article 15:	Compliance
Article 16:	Non-Discrimination
Article 17:	Defective Work
Article 18:	Bonds and Insurance
Article 19:	Performance Guarantee and Warranty
Article 20:	Shop Drawings, Product Data and Samples
Article 21:	Safety
Article 22:	Protection of the Work and Property
Article 23:	Tests and Inspections
Article 24:	Utility Coordination
Article 25:	Hazardous Materials
Article 26:	Audit
Article 27:	Public Records
Article 28:	Assignment
Article 29:	Attorney's Fees and Costs
Article 30:	Notices
Article 31:	Resolution of Claims and Disputes
Article 32:	Miscellaneous
Exhibit A:	Technical Specifications
Exhibit B:	Contractor's Bid Form

**ARTICLE 1
DEFINITIONS**

Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 Actual Costs. The real Project costs attributable to:
- A. labor, including social security, insurance, fringe benefits required by Agreement or custom, and workers' compensation insurance;
 - B. materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - C. rental machinery and equipment, exclusive of hand tools, whether rented from the CONTRACTOR or others;
 - D. premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - E. field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.
- 1.2 Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.
- 1.3 Agreement. The written instrument which is evidence of the Agreement between the TOWN and the CONTRACTOR covering the Work. Also referred to as "Contract".
- 1.4 Bid Package. The Bid Advertisement, Instructions to Bidders, all Addenda, the Bonds, the Notice of Award, and the Notice to Proceed.
- 1.5 Bonds. The performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the laws of Florida.
- 1.6 Change Order. A written document, which is signed by the CONTRACTOR and the TOWN, that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- 1.7 Claim. A demand or assertion by the TOWN or the CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract (a demand for money or services by a third party is not a Claim).
- 1.8 Contract Documents. The documents that establish the rights and obligations of the parties and include the following:
- A. the Agreement (including Exhibits);
 - B. the CONTRACTOR's entire completed Bid Package;
 - C. the Design Documents;
 - D. the Bid Package; and

- E. the approved submittals, and other documents provided by, through, or under the CONTRACTOR that fix, depict, and/or describe the size, quality and character of the Project; however, Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.9 Contract Price. The monies paid to the CONTRACTOR under the Contract Documents.

1.10 Contract Times. The number of days or the dates stated in the Agreement to: (A) achieve Substantial Completion; and (B) complete the Work so that it is ready for final payment as evidenced by the TOWN's written recommendation of final payment.

1.11 CONTRACTOR. The individual or entity with whom the TOWN has entered into this Agreement.

1.12 Design Documents. The Drawings (Construction Plans) and Specifications, surveys, permits, estimates, photographs, and reports, together with all Written Amendments, Change Orders, the Work Change Directives, Field Orders, and the TOWN's written interpretations and clarifications issued on or after the Effective Date of the Agreement.

1.13 Drawings. That part of the Contract Documents prepared or approved by an engineer that graphically shows the scope, extent, and character of the Work to be performed by the CONTRACTOR (Shop Drawings or other the CONTRACTOR submittals are not Drawings). Also referred to as Construction Plans.

1.14 Effective Date of the Agreement. The date indicated in the Agreement on which it becomes effective (if no such date is indicated, the date on which the Agreement is signed and delivered by the last of the two parties).

1.15 Field Order. A written order issued by the TOWN that requires minor changes in the Work and may involve a minor change in the Contract Price or the Contract Time.

1.16 Final Completion or Final Acceptance. The completion of all the Work called for under the Contract Documents, including, but not limited to:

- A. satisfactory operation of all equipment supplied by the CONTRACTOR;
- B. correction of all punch list items to the satisfaction of the TOWN;
- C. payment of all trade contractors, subcontractors, and materialmen;
- D. settlement of all claims, if any;
- E. payment and release of all mechanic's, materialmen's, and similar liens;
- F. delivery of all guarantees, equipment operation and maintenance manuals, Record Drawings, required certificates, and all other required approvals and acceptances by any agency within the TOWN, the TOWN itself, the State of Florida or other authorities or agencies having jurisdiction; and
- G. removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

1.17 Lump Sum Bid. The total cost that the CONTRACTOR submits to the TOWN which includes all Work reflected on Plans and Specifications included in the TOWN'S Request for Bids (RFB). The lump

sum bid shall be utilized for building and facility projects in which unit price work is not specified on the bid form.

1.18 Notice to Proceed. A written notice given by the TOWN to the CONTRACTOR fixing the date on which the Contract Times will commence and on which the CONTRACTOR shall start to perform the Work under the Contract Documents.

1.19 Project Manager. Each individual appointed by and acting on behalf of the TOWN and CONTRACTOR for the duration of the Project; the individuals that are responsible for administrative items including Applications for Payments between the CONTRACTOR and the TOWN.

1.20 Public Record. All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the TOWN and the CONTRACTOR.

1.21 Samples. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.22 Shop Drawings. All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of the Work.

1.23 Specifications. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.24 Substantial Completion. For the purpose of this Agreement, and for the compliance of those procedures, duties and obligations as set forth in the Florida Statutes' "Local Government Prompt Payment Act", the term "Substantial Completion" is defined as that point where the TOWN is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the TOWN is able to utilize the entire the Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of the Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific as set forth in Exhibits (if any). The Project should be completed to the point that the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (A) the items that affect operational integrity and function of the Project must be capable of continuous use; (B) all permits and other regulatory requirements must be satisfied; and (C) where required, a Certificate of Occupancy must be issued.

1.25 Superintendent. The individual appointed by and acting on behalf of the CONTRACTOR, as approved by the TOWN, for the duration of the Project.

1.26 Surety. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better.

1.27 Underground Facilities. All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

1.28 Unit Price Bid. The total cost of unit prices that the CONTRACTOR submits to the TOWN which includes all Work reflected on Plans and Specifications included in the TOWN'S Request for Bids (RFB). The Work shall be paid for on the basis of scope item unit prices included in the Project bid.

ARTICLE 2 WORK / PRELIMINARY REQUIREMENTS

2.1 The CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, site development, permitting, regulatory matters, environmental mitigation, traffic control, accounting, coordination, and construction of the Project, more specifically described in the Design Documents, as applicable.

2.2 The CONTRACTOR shall be responsible to produce a color audio-visual recording of the Project site prior to construction and upon completion of construction. The CONTRACTOR shall provide the audio-visual recordings on a DVD or USB Flash Drive/Thumb Drive. The purpose of the audio-visual recording is to document the condition of the Project site prior to construction with attention focused on the existence of any faults, fractures, or defects. Therefore, the recording shall be produced by a skilled videographer that is regularly engaged in the production of pre-construction recordings. The video recording shall be produced with sharp picture and accurate colors and shall be free of vibrations, distortion, or other significant picture imperfections; it shall be recorded during daylight hours and when the Project site is free of debris or obstructions. The pan rate, rate of travel, camera height, and zoom rate shall be maintained steady and clear at all times. The audio commentary shall be produced with proper volume and clarity and shall be free of distortion; it shall be simultaneously recorded with the video to assist the TOWN with the orientation, location, identification, and description of the recorded features that are included in or adjacent to the Project site, which include, but are not limited to: (A) each side of the roadways; (B) sidewalks, bicycle paths, and other modes of transportation facilities; (C) buildings, walls, retaining walls, and seawalls; (D) elements of the stormwater management system, including ponds, culvert ends, and visible drainage structures; and (E) landscaping/trees, visible components of the irrigation system, and fencing.

2.3 Prior to the issuance of the Notice to Proceed, the TOWN shall schedule a pre-construction meeting with the CONTRACTOR. At the pre-construction meeting, the CONTRACTOR shall submit for the TOWN's review its audio-visual recording of the Project site, the proposed Critical Path Method (CPM) Schedule, the Final Schedule of Values, personnel and subcontractor lists, and the proposed mobilization requirements. It is the intent of the pre-construction meeting to ensure that the Project Manager and the Superintendent have a clear understanding of the proposed Work and the requirements of this Agreement and to establish the appropriate Date of Commencement, which may or may not coincide with the date of the pre-construction meeting.

2.4 The Date of Commencement of the Work shall be the date indicated in the Notice to Proceed. The Notice to Proceed shall be issued by the Project Manager after the CONTRACTOR has delivered to the TOWN the executed Agreement together with the Bonds and Insurance Certificates required in accordance with the Agreement and the TOWN has approved this Agreement. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no

irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, the CONTRACTOR may commence to perform the Work.

ARTICLE 3 CONTRACT PRICE

3.1 The TOWN shall pay the CONTRACTOR for the performance of this Agreement and completion of the Work under the Project in accordance with the Contract Documents, subject to adjustment by Change Order, the fixed Contract Price as stated on Page 1 of this Agreement, based on the unit costs and quantities in the Bid. The obligations of the TOWN under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the TOWN.

3.2 The CONTRACTOR fully understands that the Lump Sum and/or Unit Price for all items includes a sufficient allowance for the completion of all Work associated with the Project, as depicted in the Contract Documents, including, but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, TOWN inspections, machinery, equipment, tools, utility coordination, clean up, and other means of construction necessary to complete the Work in accordance with all applicable regulatory agencies.

ARTICLE 4 CONTRACTOR RESPONSIBILITIES

4.1 The CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, the Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. The CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the Agreement is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any the Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 The CONTRACTOR understands and acknowledges that all documents and materials provided with the Request for Bid package and any addenda are general and preliminary, and that the CONTRACTOR shall not rely on the accuracy or completeness thereof. The CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 The CONTRACTOR shall be responsible to the TOWN for acts and omissions of the CONTRACTOR and the CONTRACTOR's agents, employees, professionals, subconsultants, subcontractors, and all other parties performing the Work by, through, and under the CONTRACTOR.

4.5 The CONTRACTOR shall be responsible for the management, coordination and supervision of all construction means, methods, techniques, sequences, and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every professional, subconsultant and subcontractor to the applicable terms and conditions of the Agreement, for the benefit of the TOWN.

4.7 The CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized, and financed to perform such the Work.

4.8 The CONTRACTOR shall act as an independent contractor and not as the agent of the TOWN. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Superintendent and Project Manager who shall have been designated in writing by the CONTRACTOR and pre-approved by the TOWN. The Superintendent and Project Manager shall be dedicated to the Project full time and shall have full authority to act on behalf of the CONTRACTOR. The Superintendent shall be present during work at all times. The Superintendent and Project Manager shall not be the same person, unless approved by the TOWN. All communications given to the Superintendent and/or Project Manager shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the Superintendent and/or Project Manager of the CONTRACTOR shall be mailed to the address set forth in the Agreement for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The TOWN shall have the right of direct removal of any Superintendent and/or Project Manager of the CONTRACTOR. Any change in the Superintendent of the CONTRACTOR assigned to the Project shall be subject to the TOWN's prior written approval. The Superintendent shall have full authority to receive instructions from the Owner and/or Engineer, and to execute the orders or directions of the Owner and/or Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall perform at least 30% (thirty percent) of the total amount of the Work in-house. The foregoing 30% (thirty percent) is exclusive of administrative work performed by the CONTRACTOR in connection with the Work.

4.11 The CONTRACTOR shall not employ any subcontractor or Consultant against whom the TOWN may have reasonable objection including but not limited to non-compliance or poor past performance.

4.12 The CONTRACTOR represents to the TOWN that the CONTRACTOR (and its officers, directors, partners, or shareholders holding ten 10% (ten percent) or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or 10% (ten percent) plus shareholder) any person, entity, subcontractor, consultant, design professional, materialmen, supplier, or any other subcontractor performing the Work or the Project. The CONTRACTOR agrees to obtain prior written consent from the TOWN before entering into any agreement on this the Project in which it has a common financial interest.

4.13 The CONTRACTOR shall keep on-site one record copy of all Drawings, Specifications, Addenda, Modifications, and Shop Drawings that is annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents, thus creating Record Drawings, and the Record Drawings are accepted by the TOWN.

4.14 The CONTRACTOR shall provide the TOWN two copies of the Record Drawings verifying the as-built conditions for all installed and constructed components of the Work, including, but not limited to,

the surface water management, traffic control, lighting, water distribution, and wastewater collection systems. The Record Drawings, which shall be signed and sealed by a Professional Engineer or Surveyor and Mapper, licensed in the State of Florida, must demonstrate to the Project Manager that the Project components were constructed in substantial conformance with the approved Construction Plans and applicable permits and that the Project will function as designed and intended. The Record Drawings must be certified based on an As-Built Survey prepared in accordance with the Minimum Technical Standards established in Florida Administrative Code (FAC) 5J-17.051 and 5J-17.052. If the Project Manager determines that the as-built conditions of one or more components are not constructed in substantial conformance with the approved Construction Plans or that the Record Drawings do not sufficiently demonstrate conformance with the Construction Plans, one set of the Record Drawings will be returned to the CONTRACTOR that identify the deficient component(s) of the Work. The CONTRACTOR shall correct the component(s) or the Record Drawing in the timeframes set forth in Article 6 of this Agreement. Upon acceptance by the Project Manager, the CONTRACTOR shall provide the TOWN Record Drawings electronically in AutoCAD® and Adobe Acrobat®. The Adobe Acrobat® file shall be a replica of the signed and sealed Record Drawing.

4.15 The CONTRACTOR shall, at its expense, attend any and all meetings called by the TOWN to discuss the Work under the Agreement.

4.16 The CONTRACTOR shall not establish and shall not allow its employees to engage in any non-Project related commercial activities on the Project site.

4.17 The CONTRACTOR shall, at its expense, arrange for, develop, and maintain all utilities required to execute the Work. Such utilities shall be furnished by the CONTRACTOR at no additional cost to the TOWN, including, but not be limited to: telephone service for the CONTRACTOR's use; construction power; and potable water, and sanitary sewer. Prior to Final Acceptance of the Work, the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Agreement.

4.18 The CONTRACTOR shall be responsible for the proper control, maintenance, and detour of traffic in the construction area, at all times during the course of the Work. Contractor shall provide and maintain Maintenance of Traffic (MOT) by a certified Advanced Work Zone Traffic Control officer. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida Department of Transportation, TOWN, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR's responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Bid reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper control, maintenance, detour of traffic. The CONTRACTOR shall notify all such agencies and the TOWN at least 7 (seven) days in advance of any traffic detour. No road closures will be permitted unless approved by the TOWN. The CONTRACTOR shall notify all such agencies and the TOWN at least 14 (fourteen) days in advance of any road closure.

4.19 The CONTRACTOR is responsible for adequate NPDES-compliant drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed. Stabilization measures, as defined by the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities, as amended, shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.

4.20 The CONTRACTOR shall ensure that all fire hydrants on or adjacent to the Project shall be kept accessible and no obstruction shall be placed within fifteen feet of any hydrant.

4.21 The CONTRACTOR shall ensure that heavy equipment is not operated close enough to TOWN assets or other structures to cause their displacement.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5 PAYMENT

5.1 A Schedule of Values shall be approved by the TOWN prior to the commencement of the Work. The approved Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the TOWN. Progress payments on account of Unit Price Work will be based on the number of units completed.

5.2 Applications for Payments

- A. The CONTRACTOR shall submit to the TOWN for review, an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as required by the Contract Documents. Such supporting documents shall include but not be limited to: (i) a current release from the CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and (ii) a monthly dated Critical Path Method (CPM) Schedule for the Project. Written consent from the surety in a form acceptable to the TOWN regarding the project or payment may be given in lieu of waivers. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR's entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the TOWN has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect the TOWN's interest therein, all of which must be satisfactory to the TOWN.
- B. Beginning with the second Application for Payment, each Application shall include:
 - (i) an affidavit by the CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge the CONTRACTOR's legitimate obligations associated with prior Applications for Payment and
 - (ii) a "Conditional Waiver of Right to Claim Against Payment Bond and "Town of Jupiter" completed by the CONTRACTOR and all subcontractors.
- C. The amount of retainage with respect to progress payments will be 5% (percent) of the Contract Price or as otherwise stipulated in the Agreement and will remain in place subsequent to final completion of the Work based upon the schedule of values contained in the Agreement.
- D. Upon Substantial Completion, the contract must provide for Punchlist items necessary to render the construction services complete, satisfactory, and acceptable. The process, time frames, and reviewing responsibilities for that list must be specified. After the list is developed and the public entity receives a proper invoice or payment request, the entity must pay the

remaining contract balance including remaining retainage less an amount equal to 150% of the estimated cost to complete the items on the list. This happens within (30) calendar days from the issuance of the Punchlist. Once all items on the list are completed, the contractor can request payment for all remaining retainage. If there is a good faith dispute over whether some items have been completed, the public entity can still withhold up to 150% of the cost to complete those disputed items.

- E. The Application for Final Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to the TOWN) of all Lien rights arising out of or Liens filed in connection with the Work.
- F. In lieu of the releases or waivers of Liens and as approved by the TOWN, the CONTRACTOR may furnish receipts or releases in full and an affidavit of the CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the TOWN or the TOWN's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the TOWN to indemnify the TOWN against any Lien.

5.3 Review of Applications

- A. The TOWN's approval of any payment requested in an Application for Payment will constitute a representation by the TOWN that to the best of the TOWN's knowledge, information and belief:
 - (i) the Work has progressed to the point indicated;
 - (ii) the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price the Work, and to any other qualifications stated in the recommendation); and
 - (iii) the conditions precedent to the CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is the TOWN's responsibility to observe the Work.
- B. The TOWN's approval of any payment requested in an Application for Payment will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work performed have been exhaustive, extended to every aspect of the Work, or were detailed inspections of the Work; or (ii) there may not be other matters or issues between the parties that might entitle the CONTRACTOR to be paid additionally by the TOWN or entitle the TOWN to withhold payment to the CONTRACTOR.
- C. The TOWN may reject the payment request or invoice within 20 (twenty) business days after the date on which the payment request or invoice is stamped as received by the TOWN. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application.

D. The TOWN may refuse to make payment of the full amount because:

- (i) claims have been made against the TOWN on account of the CONTRACTOR's performance or furnishing of the Work;
- (ii) Liens have been filed in connection with the Work, except where the CONTRACTOR has delivered a specific Bond satisfactory to the TOWN to secure the satisfaction and discharge of such Liens;
- (iii) there are other items entitling the TOWN to an offset against the amount recommended.
- (iv) the Work is defective or the completed Work has been damaged, requiring correction or replacement;
- (v) the Work for which payment is requested cannot be verified;
- (vi) the CONTRACTOR failed to make proper payments to subcontractor(s) for labor, materials or equipment in connection with the Work;
- (vii) the Contract Price has been reduced because of modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (viii) the TOWN has been required to correct defective Work or complete the Work in accordance with the Contract Documents;
- (ix) the CONTRACTOR failed to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;
- (x) of any other breach of, default under, violation of, or failure to comply with the provisions of the Contract Documents.

E. If the TOWN refuses to make payment of the full amount, the TOWN must give the CONTRACTOR written notice within 10 (ten) business days of receipt of invoice stating the reasons for such action and promptly pay the CONTRACTOR any amount remaining after deduction of the amount so withheld. The TOWN shall promptly pay the CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the TOWN and the CONTRACTOR, when the CONTRACTOR corrects the reasons for such action to the TOWN's satisfaction.

5.4 All payments made to the CONTRACTOR, whether Progress or Final, shall be in strict accordance with the "Local Government Prompt Payment Act" addressing payment, retainage, and punchlist procedures for the performance of the Work.

5.5 The CONTRACTOR warrants and guarantees that title to all the Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the TOWN prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.6 The CONTRACTOR shall promptly pay all subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the TOWN out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR. The CONTRACTOR shall, by appropriate agreement with each subcontractor or other person, require each subcontractor or other person to make payments to sub-subcontractors in similar manner.

5.7 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the TOWN shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.8 In accordance with the provisions of §255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by §713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for or to induce payment of a progress payment or a final payment, such waivers shall comply with the form set forth in §255.05, Florida Statutes, as amended from time to time.

5.9 If one or more Notice of Non-Payment is received by the TOWN, no further payments will be approved until non-payment(s) have been satisfied and a Release of Claim for each Notice of Non-Payment has been submitted to the TOWN. Upon request, the CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If the CONTRACTOR fails to satisfy the non-payment, the TOWN may make payment and back-charge the CONTRACTOR for any and all costs associated with such payment.

5.10 If at any time during the progress of the Work, the CONTRACTOR's actual progress is inadequate to meet the requirements of the Agreement, the TOWN may, but is not required to, notify the CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of the CONTRACTOR:

- A. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;
- B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;
- C. Reschedule the Work in conformance with the specification requirements.

5.11 Neither such notice by the TOWN nor the TOWN's failure to issue such notice shall relieve the CONTRACTOR of its obligation to achieve the quality of the Work and rate of progress required by the Agreement.

ARTICLE 6 TIME OF PERFORMANCE

Time is of the essence under this Agreement.

6.1 Prior to requesting an inspection for Substantial Completion, as defined in Article 1.25, the CONTRACTOR shall confirm that:

- A. All construction is complete, the project components are clean, and all systems fully functional.
- B. All utilities are installed or adjusted, as required, and are fully functional.
- C. The Project site is clear of the CONTRACTOR's excess equipment, temporary facilities and/or trailers.
- D. All operations and maintenance manuals for all equipment have been delivered to the TOWN.
- E. All operations and maintenance training related literature, software, and back-up disks have been delivered to the TOWN.

- F. All manufacturers' certifications and warranties have been delivered to the TOWN.
- G. All required spare parts, materials, as well as any special measuring devices and tools have been delivered to the TOWN.

6.2 The TOWN shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion, but the TOWN shall allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

6.3 When the CONTRACTOR considers the Work ready for its intended use, the CONTRACTOR shall notify the TOWN, in writing, that the Work is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the TOWN issue a certificate of Substantial Completion. Promptly thereafter, the TOWN and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. For the purpose of this Agreement, and for the compliance of those procedures, duties, and obligations as set forth in §218.70 et seq. and §218.735 et seq., Florida Statutes, the term "Substantial Completion" is defined as that point where the TOWN is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the TOWN is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety, and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of the Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If the TOWN does not consider the Work substantially complete, the TOWN will notify the CONTRACTOR in writing giving the reasons therefore. If the TOWN considers the Work substantially complete, the TOWN will issue and deliver to the CONTRACTOR a certificate of Substantial Completion, which shall fix the date of Substantial Completion. In addition to §218.735(7)(a), Florida Statutes, punch list procedures for construction projects having an estimated cost of less than \$10,000,000 (ten million dollars) to render the Work complete, satisfactory, and acceptable are established as follows:

- A. The intent of this section is for the TOWN and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.
- B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the TOWN ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the TOWN during the Punchlist Walkthrough. The TOWN shall issue the Final Punchlist within 30 (thirty) days of the Substantial Completion date.
- C. The CONTRACTOR shall endeavor to address and complete the Punchlist work either during the Punchlist Walkthrough itself or within 30 (thirty) days from the date of the Punchlist Walkthrough.
- D. No more than 25 (twenty five) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the TOWN. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.
- E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the TOWN.

- F. In no event may the CONTRACTOR request payment of final retainage under §218.735(7)(e), Florida Statutes, until the CONTRACTOR considers the Final Punchlist to be 100% (one hundred percent) complete.
- G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the TOWN has been able to operate or utilize the affected punchlist item for 15 (fifteen) days, whichever occurs last.
- H. The CONTRACTOR acknowledges and agrees that the TOWN may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the TOWN during performance of the Work.
- I. The CONTRACTOR acknowledges and agrees that in calculating 150% (one hundred fifty percent) of the amount which may be withheld by the TOWN as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(e), Florida Statutes, the TOWN may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such the Work activity, but rather total costs are based upon the cost of completing the Work activity based upon market conditions at the time of Final Punchlist completion.

6.4 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

6.5 Use by the TOWN, at the TOWN's option, of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the TOWN and the CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by the TOWN for its intended purpose without significant interference with the CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

- A. The TOWN may request, in writing, the CONTRACTOR permit the TOWN to use any such part of the Work which the TOWN believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees that such part of the Work is ready for its intended use and substantially complete, the CONTRACTOR will certify to the TOWN that such part of the Work is substantially complete and will request the TOWN issue a certificate of Substantial Completion for that part of the Work. The CONTRACTOR may notify, in writing, the TOWN that the CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request the TOWN issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either a request or notification is made, the TOWN and the CONTRACTOR shall inspect that part of the Work to determine its status of completion. If the TOWN does not consider that part of the Work to be substantially complete, the TOWN will notify the CONTRACTOR in writing giving the reasons therefore.

- B. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of this Agreement regarding property insurance.

6.6 Upon written notice from the CONTRACTOR that the entire Work, or an agreed portion thereof, is complete, the TOWN will promptly make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The CONTRACTOR shall immediately take such measures necessary to complete such Work or remedy such deficiencies.

ARTICLE 7 LIQUIDATED DAMAGES

7.1 Upon failure of the CONTRACTOR to Substantially Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the TOWN daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the TOWN's estimated damages resulting from the delay to Substantial Completion.

7.2 Upon failure of the CONTRACTOR to Finally Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the TOWN daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the TOWN's estimated damages resulting from the delay to Final Completion.

7.3 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.4 If completion dates are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the TOWN. The CONTRACTOR agrees to the reasonableness of the posted Liquidated Damages amount, which may not equal actual damages, and shall be legally enforceable in a court of law.

ARTICLE 8 CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR's performance of this Agreement is delayed, either by delays that are beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors or by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Agreement Time shall be extended by Change Order as determined by the TOWN. If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, the CONTRACTOR shall provide the TOWN a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

- A. Nature of the delay or change in the Work;
- B. Dates of commencement and cessation of the delay or change in the Work;
- C. Activities on the current progress schedule affected by the delay or change in the Work;
- D. Identification and demonstration that the delay or change in the Work affects the critical path;
- E. Identification of the source of delay or change in the Work;
- F. Anticipated extent of the delay or change in the Work; and

G. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless the CONTRACTOR has notified the TOWN in writing within 7 (seven) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waives any and all claims for damages which it may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing, or passive interference by the TOWN, or its agents, and waives damages that it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein, being the CONTRACTOR's sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed \$250.00 (two hundred fifty dollars) per each day of delay. Apart from extensions of time or acceleration costs approved by the TOWN and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR 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. Notwithstanding anything herein to the contrary, provided the CONTRACTOR has otherwise satisfied the requirements of this Agreement, the CONTRACTOR shall be entitled to an increase in the Contract Price based upon approved general condition, insurance, and bond premium costs resulting from delays for which the TOWN has approved by Change Order or Construction Change Directive, provided, however, the TOWN shall not be required to pay such additional amounts for any days following the date on which the CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

8.4 The time during which the CONTRACTOR is delayed in the performance of the Work by the acts or omissions of the TOWN, acts of God, unusually severe and abnormal climatic conditions or other conditions beyond the CONTRACTOR's control and which the CONTRACTOR could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the CONTRACTOR for an extension of time for such delays be considered unless made in accordance with Paragraph 8.1.

8.5 The TOWN shall not be obligated or liable to the CONTRACTOR for and the CONTRACTOR hereby expressly waives any claims against any damages, costs, or expenses of any nature whatsoever which the CONTRACTOR, its subcontractors or sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the TOWN, or any of the events referred to in Paragraph 8.4 above, it being understood and agreed that the CONTRACTOR's sole and exclusive remedy in such event shall be an extension of Contract Time, but only if claim is properly made in accordance with Paragraph 8.1.

8.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled critical path of construction. Based on 30-Year, National Weather Service historical rainfall averages for the Town of Jupiter, the CONTRACTOR shall anticipate the amount of rainfall days affecting the schedule as normal conditions outlined in the following months below:

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
2	2	3	2	3	5	5	6	6	5	3	2

The monthly allocated rainfall days are incorporated into the Contract Time and shall be considered a form of contingency built into the schedule.

ARTICLE 9 SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the TOWN any conflict, error, or discrepancy that the CONTRACTOR or any of its subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from the TOWN before proceeding with any Work affected. The CONTRACTOR shall remain liable to the TOWN for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by the CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the TOWN in writing of:

(A) subsurface or latent physical conditions at the site differing materially from those indicated in this Agreement; or (B) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Agreement. The TOWN will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Agreement, an equitable adjustment shall be made and the Agreement modified in writing accordingly. The CONTRACTOR's failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

9.3 Physical Conditions (Including Underground Facilities). The CONTRACTOR shall have full responsibility for physical conditions, and Underground Facilities owned by the TOWN or others, as shown or indicated in the Contract Documents. The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. The TOWN shall not be responsible for accuracy or completeness of data, plans, and specifications and the CONTRACTOR shall have full responsibility for checking all information and data. If the Contract Documents necessitate amending to order changes in the Work due to Underground Facilities owned by the TOWN or others, whether they be shown or indicated or newly discovered, the TOWN shall authorize the required changes in the Work by Change Order. If those Underground Facilities owned by the TOWN or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension, or acceleration costs, however caused, except that if the TOWN and the CONTRACTOR agree that the delays require a change in Contract Time, the TOWN shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 (thirty) days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the TOWN for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance, and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the TOWN or others as shown or indicated, or from newly discovered Underground Facilities owned by the TOWN or others.

9.4 Special Requirements for Underground Facilities. The CONTRACTOR shall have full responsibility for the following list. Except as otherwise provided, all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

- A. Field locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation;
- B. Notifying the TOWN of any newly discovered Underground Facility and promptly notifying that the TOWN of that discovery;
- C. Shoring, blocking and protecting Underground Facilities including utilities shown, indicated or discovered;
- D. Coordination, scheduling and sequencing the Work with the TOWN's of all Underground Facilities shown, indicated or discovered;
- E. Repairing any damage to the satisfaction of the TOWN, to the extent that the damage was due to the CONTRACTOR's failure to adhere to the requirements, or to the fault or negligence of the CONTRACTOR; and
- F. The safety and protection of any affected the Work, and for repairing any damage done to the work.

9.5 If those Underground Facilities owned by the TOWN or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if the TOWN and the CONTRACTOR agree that the delays require a change in Contract Time, the TOWN shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 (thirty) days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the TOWN for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the TOWN or others shown or indicated, or from newly discovered Underground Facilities owned by the TOWN or others.

9.6 Unless it prejudices the Work already excavated and uncovered, the CONTRACTOR shall schedule layout, excavation and uncovering of the Work or Underground Facilities a sufficient time in advance to allow the TOWN'S design professional's review, and the possible amending or supplementing of the Contract Documents.

ARTICLE 10 INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Agreement, or in preparation for the work and services under this Agreement, or any extension, modification, or amendment thereto by change order to otherwise.

The CONTRACTOR hereby agrees to indemnify and hold harmless the TOWN, Town Council, its officers and employees from liabilities, damages, lawsuits, 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 or persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

ARTICLE 11 TERMINATION

11.1 Notwithstanding any other provision of this Agreement, the CONTRACTOR may be held in default of its contractual obligation under this Agreement if the CONTRACTOR:

- A. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;
- B. fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
- C. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- D. performs the Work that does not conform to Contract Documents requirements;
- E. fails to meet the Contract Schedule or fails to make progress on the Work so as to endanger performance of the Agreement;
- F. abandons or refuses to proceed with any or all the Work; or
- G. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents.

11.2 The TOWN must provide written notice to the CONTRACTOR notifying it that the TOWN is declaring it in default and providing the CONTRACTOR with 3 (three) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the 3 (three) business day default period, the TOWN may:

- A. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR; and
- B. accept assignment of subcontracts pursuant to this Agreement; and
 - (i) finish the Work by whatever reasonable method the TOWN may deem expedient, and charge all completion costs against any monies owed or to be owed to the CONTRACTOR, or back charge the CONTRACTOR for any and all such completion costs, or
 - (ii) terminate the CONTRACTOR and hire a completion contractor to finish the Work by whatever reasonable method the TOWN may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to the CONTRACTOR, or backcharge the CONTRACTOR for any and all such completion costs, or
- C. offset any and all such completion costs against any monies then due or to become due on any other projects that the TOWN has with the CONTRACTOR.

11.3 Upon default, the CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the TOWN for Convenience.

11.5 Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification per Section 4.22 of this Agreement; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the TOWN for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the TOWN reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the TOWN shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, the CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

ARTICLE 12 SUSPENSION OF WORK

The TOWN may, without cause, order the CONTRACTOR in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the TOWN may determine.

ARTICLE 13 CHANGES IN THE WORK

13.1 The TOWN may, at any time or from time to time, order additions, deletions, or revisions in the Work by requesting a proposal from the CONTRACTOR detailing the proposed additions, deletions, or revisions to the Work. The proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates, and mark-ups. The CONTRACTOR shall complete and return the proposal to the TOWN within 10 (ten) calendar days from receipt thereof. The proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The proposal may then be: (A) issued as a Change Order in accordance with the provisions of the Contract Documents; (B) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or (C) withdrawn.

13.2 The TOWN may authorize minor changes or alterations in the Work involving minimal cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the TOWN entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the change in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall

constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR's responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the TOWN.

13.5 The TOWN may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

- A. in the Drawings and designs, and Specifications;
- B. in the method or manner of performance of the Work;
- C. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the TOWN shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

13.8 The value of any Work covered by a Field Order, Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the TOWN:

- A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- B. by negotiated lump sum; or
- C. cost plus. If this option is selected, the TOWN reserves the right to request any and all documentation from the CONTRACTOR in support of its foregoing Actual Costs, and the CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by the CONTRACTOR's own forces, the CONTRACTOR shall be entitled to a percentage 10% (ten percent) mark-up for Actual Costs as defined in Section 1.

13.10 For changes in the Work performed by subcontractors: (A) the subcontractor shall be entitled to mark-up the cost of the change(s) by 10% (ten percent); and (B) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by 5% (five percent). The foregoing shall be the maximum amount allowable for subcontractor's and the CONTRACTOR's Actual Costs as defined in Section 1.

ARTICLE 14

MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by the TOWN to order removal of rejected materials and equipment shall not

relieve the CONTRACTOR from responsibility for quality of the materials supplied or from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications, will be acceptable regardless of the TOWN's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve the CONTRACTOR from responsibility for the quality and securing progress of the Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, the CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in the TOWN's interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

- A. The burden of proof of equality of a proposed substitution for a specified item shall be upon the CONTRACTOR. The CONTRACTOR shall support its request with sufficient test data and other means to permit the TOWN to make a fair and equitable decision on the merits of the proposal. The CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the TOWN for proposed substitute items as required by the Contract Documents.
- B. Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. The TOWN will be the sole judge of whether or not the substitution is equal in quality, utility, and economy to that specified.
- C. The CONTRACTOR shall allow an additional 15 (fifteen) calendar days for the TOWN's review of requested substitutions. All requests for substitutions with submittal data must be made at least 50 (fifty) calendar days prior to the time the CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve the CONTRACTOR from responsibility for compliance with all requirements of the Agreement. The CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.
- D. If the TOWN rejects the CONTRACTOR's requested substitute item on the first submittal, the CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the TOWN allowable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15 COMPLIANCE

15.1 All work, labor, materials and equipment provided under this Agreement shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. The CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. The CONTRACTOR shall notify the TOWN prior to commencement of the Work of any requirement of the plans and specifications not in

strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. The CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting the Project.

15.2 If, during the term of this Agreement, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Agreement which become effective and which affect the cost or time of performance of the Agreement, the CONTRACTOR shall immediately notify the TOWN in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Agreement. Upon concurrence by the TOWN as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, the CONTRACTOR shall immediately report the same in writing to the TOWN who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 The CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 The CONTRACTOR shall deliver a product which will meet or exceed the Design package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work (if applicable), except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16 NON-DISCRIMINATION

The CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17 DEFECTIVE WORK

17.1 The TOWN shall have authority to disapprove or reject the Work which is "defective" (which term is hereinafter used to describe the Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Upon presentation of a Defective the Work Notice to the CONTRACTOR or the CONTRACTOR's the Project Superintendent, the CONTRACTOR shall meet within 24 (twenty four) hours with the TOWN to discuss and develop a plan of remedial action and time-line to correct the defective the Work. The CONTRACTOR shall have no more than three (3) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services

and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and the CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the 24 (twenty four) hour meeting requirement, or the agreed upon correction schedule, the TOWN has the right to do any of the following: (A) correct any the Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR; or (B) hold back payment due the CONTRACTOR until such time as the Work is completed to the satisfaction of the TOWN and in compliance with the Contract Documents. The TOWN shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the TOWN reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18 BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the TOWN, furnish a Public Payment Bond and a Performance Bond, pursuant to §255.05, Florida Statutes, in at least an amount equal to the Contract Price, for any Agreement over \$200,000 (two hundred thousand dollars), covering the faithful performance of this Agreement and all the CONTRACTOR's faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. The Bonds shall be recorded at the Town Clerk at the CONTRACTOR's expense. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt, becomes insolvent, its authorization to do business in the State of Florida is terminated, it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, the CONTRACTOR shall within 5 (five) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to the TOWN. An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in §95.11 (5)(e), Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with §95.11(2)(b), Florida Statutes, and applicable case law.

18.2 Insurance

- A. **Certificate of Insurance.** 1 (One) certified true copy of the policy(s) must be furnished by the CONTRACTOR to the TOWN prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must indicate the Town of Jupiter as Additional Insured on all policies except the Workers Compensation. The statement "Additional Insured" is to be listed in the Description Block of the Insurance Certificate along with the Project name. The indication that the Town of Jupiter is a Certificate Holder is not sufficient for this issue. The Additional Insured endorsement must be attached to the Certificate of Insurance and shall include coverage for Completed Operations under the General Liability policy.
- B. **General Insurance Requirements.** The CONTRACTOR and, where designated, each of its subcontractors and sub-subcontractors shall obtain and maintain during the full duration of the Work required under this Agreement, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

(i) All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the TOWN. All insurance carriers must carry an A.M. Best Rating of A:IX or better and coverage should apply on a Primary and Noncontributory basis. At the discretion of the TOWN, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the TOWN as to form and types of coverage.

(ii) The policy(s) shall provide for 30 (thirty) days prior written notice to the TOWN, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

(iii) The policy(s) shall be written for the Contract Times, commencing with the initial demolition, Site Work and/or Site preparation, and ending at the Final Completion and shall contain an endorsement providing for extension of the policy(s) for up to 2 (two) years. The Products and Completed Operations portions of the General Liability shall extend for a period of 10 (ten) years after the Final Acceptance of the Project by the TOWN and shall include an "Additional Insured" endorsement.

(iv) All liability policies required herein shall be written on an occurrence basis

(v) The policies shall name the TOWN, its council and staff as additional insured (including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.

(vi) All insurers shall agree to waive all rights of subrogation against the TOWN and each individual member of the Town Council, Constitutional Officers, or staff.

(vii) It is the responsibility of the CONTRACTOR to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

C. Premiums. The the CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

D. Specific Insurance Limits

(i) Workers' Compensation. The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes, and Employers Liability of limits no less than:

\$ 500,000	each accident
\$ 500,000	disease - policy limit
\$ 500,000	each employee

Should the scope of work performed by the CONTRACTOR qualify its employees for benefits under Federal the Worker's Compensation Statute (i.e. Longshoreman & Harbor the Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

(ii) Commercial General Liability, with limits of not less than:

\$ 1,000,000	each occurrence
\$ 1,000,000	personal/advertising injury
\$ 2,000,000	products/completed operations (per project aggregate)
\$ 2,000,000	general aggregate (per project aggregate)
\$ 100,000	fire damage legal (any 1 fire)
\$ 10,000	medical expense (any 1 person)

Coverage to include include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included to cover the hold harmless agreement set forth in the Agreement. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause. There should be no "damage to your work" exclusion for work performed by subcontractors. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire. If the project involves environmental exposures, Environmental Impairment Liability coverage shall be maintained.

(iii) Automobile Liability - \$1,000,000 (one million dollars) Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

(iv) Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than \$1,000,000 (one million dollars).

(v) Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a modification to the Agreement. However, if hazardous materials are identified while carrying out this Agreement, no further the Work is to be performed in the area of the hazardous material until the TOWN has been consulted as to the need to procure and maintain such coverage.

- E. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the TOWN, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

ARTICLE 19 PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work shall be warrantied and guaranteed as new quality and of the highest grade of quality for their intended use. All Work shall be performed in good workmanship and shall be in accordance with all Contract Documents and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, and shall be in compliance with all governing laws, regulations, and applicable codes. The CONTRACTOR warrants all Work against defects for a period of 1 (one) year (unless longer guarantees or warranties are provided for elsewhere in the Agreement or at law, in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by the CONTRACTOR or any of its subcontractors.

19.2 If defects are identified during the warranty period, the CONTRACTOR shall repair or replace the defect and cure such defect within 48 (forty-eight) hours of receipt of written notice. The CONTRACTOR warrants such repaired or replaced Work for a period of 1 (one) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should the CONTRACTOR fail to timely cure such defects, the TOWN may proceed to perform the work at the CONTRACTOR's expense and may back charge the CONTRACTOR for all costs associated with the work.

19.3 The CONTRACTOR agrees to require that all of its subcontractors, suppliers, and materialmen provide warranties in their agreements at least sufficient to satisfy the CONTRACTOR's obligations in this Agreement and the CONTRACTOR shall assign all such warranties to the TOWN as a condition precedent to the receipt of Final Payment. The CONTRACTOR agrees to defend and indemnify the TOWN against all fees and costs should the CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the TOWN. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's warranty to the TOWN. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2 (two) year equipment warranty commencing at the time of acceptance of the equipment by the TOWN.

ARTICLE 20

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction of the Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents and any and all amendments thereto, in good order and marked, to record changes to the Contract Documents as approved during the construction of the Project. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples, and similar required submittals. These shall be provided to the TOWN upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

- A. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the CONTRACTOR proposes to conform the construction to the Contract Documents.
- B. The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples, and similar submittals. The TOWN shall review Shop Drawings, Product Data, Samples, and similar submittals for compliance with the Design Documents and shall provide comments, if any, within 15 (fifteen) days of receiving such documents.
- C. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by the TOWN's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the CONTRACTOR has specifically informed the TOWN of such deviation at the time of the submittal and the TOWN has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals to the TOWN for approval thereof.

ARTICLE 21 SAFETY

21.1 The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees, and licensees of the TOWN and users who may be affected thereby.

21.2 All the Work, whether performed by the CONTRACTOR, its subcontractors or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended, and all state, the TOWN and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and
- B. all codes, rules, regulations and requirements of the TOWN and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the TOWN shall have the right, but not the obligation, to suspend the Work in the unsafe area. All costs of any nature resulting from the suspension, by whomever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site, the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The TOWN shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the TOWN, is obligated to act, at its discretion, to prevent threatened damage, injury, or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22 PROTECTION OF WORK AND PROPERTY

22.1 The CONTRACTOR: (A) shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause; (B) shall protect the property of the TOWN and third parties from loss or damage from whatever cause arising out of the performance of the Agreement; and (C) shall comply with the requirements of the TOWN and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The TOWN, its insurance carriers or representatives, may, but shall not be required to, make periodic patrols of the Work site as a

part of its normal safety, loss control, and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the TOWN shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Agreement.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work and for which disposition is not specifically provided for elsewhere in the Contract Documents, the CONTRACTOR shall contact the TOWN and determine if the removal items are to be salvaged. Items to be salvaged by the TOWN shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the TOWN. Equipment and materials which will not be salvaged by the TOWN shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent the CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, the CONTRACTOR must first obtain written authorization from the TOWN, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. The CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the TOWN.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the TOWN. The CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the TOWN.

22.5 Until final acceptance of the Work by the TOWN pursuant to this Agreement, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including the TOWN-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Existing manholes, fire alarms, etc., shall not be obstructed by the CONTRACTOR, unless called for in the Contract Documents. The CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23

TESTS AND INSPECTIONS

23.1 If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the TOWN, it must be uncovered for observation if requested by the TOWN. Such uncovering shall be at the CONTRACTOR's expense.

23.2 The CONTRACTOR shall be liable for any additional testing or inspections necessitated by defective work performed or materials supplied by the CONTRACTOR or by any of its subcontractors or vendors of any tier.

- 23.3 The CONTRACTOR shall be liable for all expenses incurred for stand-by time charged by the testing firm as a result of cancelled or delayed testing or inspections. These charges will be deducted from the CONTRACTOR'S final payment.

ARTICLE 24 UTILITY COORDINATION

24.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported, and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR: shall (A) give all proper notices; (B) comply with requirements of such parties in the performance of its the Work; (C) permit entrance of such parties on the Work site in order that they may perform their necessary the Work; and (D) pay all charges and fees made by such parties for this the Work. The CONTRACTOR's attention is called to the fact that there may be delays on the Project due to the Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

24.2 At all points where the Work constructed by the CONTRACTOR connects to existing utilities and services, the actual the Work of making the necessary connection to the existing service or utility shall be arranged for by the CONTRACTOR at no expense to the TOWN (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

24.3 FPL calls attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this Project. The CONTRACTOR must visually survey the area and take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment, or object closer to FPL's power lines than the OSHA-prescribed limits. If the CONTRACTOR identifies such, it shall re-design the Project to allow for safe construction given the pre-existing power line location, or make arrangements with FPL to, either deenergize and ground its facilities, or relocate them. The CONTRACTOR must do this before allowing any construction near power lines. If it is necessary for the CONTRACTOR and/or subcontractor to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, the CONTRACTOR or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented. The CONTRACTOR shall be required to complete a "Notification of FPL Facilities" form prior to the commencement of the Work.

ARTICLE 25 HAZARDOUS MATERIALS

The CONTRACTOR shall obtain all required Federal, State, and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage, and use of any explosive or hazardous

materials brought onto or encountered within the Project, and at its expense, make good any damage caused by its handling, transporting, storage, and use. The CONTRACTOR will notify the TOWN immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the TOWN. The CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, or any employee or agent of any of the aforementioned, which results in contamination of the site, the CONTRACTOR shall immediately notify the TOWN and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR's sole cost and expense.

ARTICLE 26

AUDIT

26.1 The CONTRACTOR agrees that the TOWN, or any of its duly authorized representatives, shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR's financial books and records concerning this the Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto, which are found on the basis of audit examination, to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the TOWN the amount of such reduction of payments. All required records shall be maintained until the latter of the completion of the audit and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the Final Payment.

26.2 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 27

PUBLIC RECORDS

27.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

27.1.1 Keep and maintain public records required by the TOWN to perform the Agreement.

27.1.2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

27.1.3. 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 TOWN.

27.1.4. Upon completion of the Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the Agreement. If the CONTRACTOR transfers all public records to the TOWN 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 TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

27.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 741-2752, townclerk@jupiter.fl.us, 201 MILITARY TRAIL, JUPITER, FL 33458.

27.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 28 ASSIGNMENT

28.1 The TOWN and the CONTRACTOR each binds itself, its officers, directors, qualifying agents, partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Agreement.

28.2 The CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of the Agreement or its right, title, or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the TOWN and Surety.

28.3 If for any reason the TOWN terminates its Agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the TOWN. The CONTRACTOR shall include in each of its subcontracts language that requires its subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Agreement directly for the TOWN.

ARTICLE 29 ATTORNEY'S FEES AND COSTS

29.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the TOWN in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs, and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court, and in Bankruptcy Proceedings.

29.2 In cases other than outlined in Section 29.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 30 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the TOWN and the CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by giving the other party 30 (thirty) days written notice.

ARTICLE 31 RESOLUTION OF CLAIMS AND DISPUTES; CERTIFIED CLAIMS

31.1 **Mediation.** As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the TOWN shall select the mediator, who, if selected solely by the TOWN, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the reasonable attorneys' fees and costs of the other party in enforcing this provision, and such amounts shall be awarded by the Court.

31.2 **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and Palm Beach County, Florida for the Town of Jupiter. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this agreement after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

31.3 **Certified claims.** If CONTRACTOR submits a claim seeking an increase in the Contract Price in the amount of ten percent (10%) or more of the Contract Price, an increase in the Contract Time for substantial or final completion by more than thirty (30) days, or both, upon the request of the TOWN in its sole discretion, CONTRACTOR shall, within thirty (30) days, submit to the TOWN a "certified claim," that is, a claim made in writing under oath by a person duly authorized by the CONTRACTOR, and shall contain a statement that:

- (i) The claim is made in good faith;

- (ii) The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- (iii) The amount of the claim accurately reflects the amount that the claimant believes is due from the TOWN; and
- (iv) The certifying person is duly authorized by the claimant to certify the claim.

FAILURE TO PROVIDE THE REQUESTED CERTIFICATION WITHIN THE PRESCRIBED PERIOD OF THIRTY (30) DAYS SHALL CONSTITUTE A FORFEITURE OF THE ENTIRE CLAIM.

31.4 False, fraudulent, or inflated claim. If a court finds a certified claim is false, fraudulent, or inflated, whether in whole or in part, CONTRACTOR shall:

- (i) Be liable to the TOWN for an amount equal to three (3) times the amount of the claim that is false, fraudulent, or inflated;
- (ii) Immediately, fully, and irrevocably forfeit the entire amount of the claim;
- (iii) Be liable to the TOWN for all costs and fees (including, without limitation, reasonable attorneys' fees, court costs, expert fees, and consulting fees) incurred by the TOWN to review, defend, and evaluate the claim; and
- (iv) Be subject to debarment from TOWN contracting for a period not to exceed five (5) years.

31.5 Innocent claimant, notice. Notwithstanding the foregoing, CONTRACTOR is an innocent claimant and not liable for a false, fraudulent, or inflated claim if CONTRACTOR submitted a certified claim to the TOWN reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages and had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted, and within fifteen (15) days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the TOWN with immediate written notice thereof.

ARTICLE 32 MISCELLANEOUS

32.1 Taxes. The TOWN is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

32.2 Pledge of Credit. The CONTRACTOR shall not pledge the TOWN's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

32.3 Remedies and Choice of Law. This Agreement is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in the Town of Jupiter, Florida.

32.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment, or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

32.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the TOWN and the CONTACTOR have executed this Agreement as of the last date written below.

ATTEST

TOWN OF JUPITER

Merriane Lahmeur
Town Clerk

Jim Kuretski
Mayor

LP ASPHALT, LLC

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**

Don Mancil, Jr.
Manager

Thomas J. Baird
Town Attorney



**AGREEMENT BETWEEN THE TOWN OF JUPITER AND
CONTRACTOR FOR CONSTRUCTION**

THIS AGREEMENT, effective this ____ day of _____ in the year, 2025, between:

TOWN OF JUPITER, a political subdivision of the State of Florida, (hereinafter TOWN), located at 210 Military Trail, Jupiter, FL 33458.

AND the CONTRACTOR: Timothy Rose Contracting, Inc.
(hereinafter CONTRACTOR)

Project Name: STREET RESURFACING

Project Number: EPW2025-33B

In accordance with the following terms:

Total Contract Price: \$6,809,755.30

Substantial Completion Time: Established with each issued Work Order

Final Completion Time: 30 calendar days upon issuance of the Punchlist

Liquidated Damages: Established with each issued Work Order

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ARTICLE 1 DEFINITIONS

Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 Actual Costs. The real Project costs attributable to:
- A. labor, including social security, insurance, fringe benefits required by Agreement or custom, and workers' compensation insurance;
 - B. materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - C. rental machinery and equipment, exclusive of hand tools, whether rented from the CONTRACTOR or others;
 - D. premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - E. field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.
- 1.2 Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.
- 1.3 Agreement. The written instrument which is evidence of the Agreement between the TOWN and the CONTRACTOR covering the Work. Also referred to as "Contract".
- 1.4 Bid Package. The Bid Advertisement, Instructions to Bidders, all Addenda, the Bonds, the Notice of Award, and the Notice to Proceed.
- 1.5 Bonds. The performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the laws of Florida.
- 1.6 Change Order. A written document, which is signed by the CONTRACTOR and the TOWN, that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- 1.7 Claim. A demand or assertion by the TOWN or the CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract (a demand for money or services by a third party is not a Claim).
- 1.8 Contract Documents. The documents that establish the rights and obligations of the parties and include the following:
- A. the Agreement (including Exhibits);
 - B. the CONTRACTOR's entire completed Bid Package;
 - C. the Design Documents;
 - D. the Bid Package; and

- E. the approved submittals, and other documents provided by, through, or under the CONTRACTOR that fix, depict, and/or describe the size, quality and character of the Project; however, Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.9 Contract Price. The monies paid to the CONTRACTOR under the Contract Documents.

1.10 Contract Times. The number of days or the dates stated in the Agreement to: (A) achieve Substantial Completion; and (B) complete the Work so that it is ready for final payment as evidenced by the TOWN's written recommendation of final payment.

1.11 CONTRACTOR. The individual or entity with whom the TOWN has entered into this Agreement.

1.12 Design Documents. The Drawings (Construction Plans) and Specifications, surveys, permits, estimates, photographs, and reports, together with all Written Amendments, Change Orders, the Work Change Directives, Field Orders, and the TOWN's written interpretations and clarifications issued on or after the Effective Date of the Agreement.

1.13 Drawings. That part of the Contract Documents prepared or approved by an engineer that graphically shows the scope, extent, and character of the Work to be performed by the CONTRACTOR (Shop Drawings or other the CONTRACTOR submittals are not Drawings). Also referred to as Construction Plans.

1.14 Effective Date of the Agreement. The date indicated in the Agreement on which it becomes effective (if no such date is indicated, the date on which the Agreement is signed and delivered by the last of the two parties).

1.15 Field Order. A written order issued by the TOWN that requires minor changes in the Work and may involve a minor change in the Contract Price or the Contract Time.

1.16 Final Completion or Final Acceptance. The completion of all the Work called for under the Contract Documents, including, but not limited to:

- A. satisfactory operation of all equipment supplied by the CONTRACTOR;
- B. correction of all punch list items to the satisfaction of the TOWN;
- C. payment of all trade contractors, subcontractors, and materialmen;
- D. settlement of all claims, if any;
- E. payment and release of all mechanic's, materialmen's, and similar liens;
- F. delivery of all guarantees, equipment operation and maintenance manuals, Record Drawings, required certificates, and all other required approvals and acceptances by any agency within the TOWN, the TOWN itself, the State of Florida or other authorities or agencies having jurisdiction; and
- G. removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

1.17 Lump Sum Bid. The total cost that the CONTRACTOR submits to the TOWN which includes all Work reflected on Plans and Specifications included in the TOWN'S Request for Bids (RFB). The lump

sum bid shall be utilized for building and facility projects in which unit price work is not specified on the bid form.

1.18 Notice to Proceed. A written notice given by the TOWN to the CONTRACTOR fixing the date on which the Contract Times will commence and on which the CONTRACTOR shall start to perform the Work under the Contract Documents.

1.19 Project Manager. Each individual appointed by and acting on behalf of the TOWN and CONTRACTOR for the duration of the Project; the individuals that are responsible for administrative items including Applications for Payments between the CONTRACTOR and the TOWN.

1.20 Public Record. All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the TOWN and the CONTRACTOR.

1.21 Samples. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.22 Shop Drawings. All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of the Work.

1.23 Specifications. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.24 Substantial Completion. For the purpose of this Agreement, and for the compliance of those procedures, duties and obligations as set forth in the Florida Statutes' "Local Government Prompt Payment Act", the term "Substantial Completion" is defined as that point where the TOWN is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the TOWN is able to utilize the entire the Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of the Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific as set forth in Exhibits (if any). The Project should be completed to the point that the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (A) the items that affect operational integrity and function of the Project must be capable of continuous use; (B) all permits and other regulatory requirements must be satisfied; and (C) where required, a Certificate of Occupancy must be issued.

1.25 Superintendent. The individual appointed by and acting on behalf of the CONTRACTOR, as approved by the TOWN, for the duration of the Project.

1.26 Surety. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better.

1.27 Underground Facilities. All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

1.28 Unit Price Bid. The total cost of unit prices that the CONTRACTOR submits to the TOWN which includes all Work reflected on Plans and Specifications included in the TOWN'S Request for Bids (RFB). The Work shall be paid for on the basis of scope item unit prices included in the Project bid.

ARTICLE 2 WORK / PRELIMINARY REQUIREMENTS

2.1 The CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, site development, permitting, regulatory matters, environmental mitigation, traffic control, accounting, coordination, and construction of the Project, more specifically described in the Design Documents, as applicable.

2.2 The CONTRACTOR shall be responsible to produce a color audio-visual recording of the Project site prior to construction and upon completion of construction. The CONTRACTOR shall provide the audio-visual recordings on a DVD or USB Flash Drive/Thumb Drive. The purpose of the audio-visual recording is to document the condition of the Project site prior to construction with attention focused on the existence of any faults, fractures, or defects. Therefore, the recording shall be produced by a skilled videographer that is regularly engaged in the production of pre-construction recordings. The video recording shall be produced with sharp picture and accurate colors and shall be free of vibrations, distortion, or other significant picture imperfections; it shall be recorded during daylight hours and when the Project site is free of debris or obstructions. The pan rate, rate of travel, camera height, and zoom rate shall be maintained steady and clear at all times. The audio commentary shall be produced with proper volume and clarity and shall be free of distortion; it shall be simultaneously recorded with the video to assist the TOWN with the orientation, location, identification, and description of the recorded features that are included in or adjacent to the Project site, which include, but are not limited to: (A) each side of the roadways; (B) sidewalks, bicycle paths, and other modes of transportation facilities; (C) buildings, walls, retaining walls, and seawalls; (D) elements of the stormwater management system, including ponds, culvert ends, and visible drainage structures; and (E) landscaping/trees, visible components of the irrigation system, and fencing.

2.3 Prior to the issuance of the Notice to Proceed, the TOWN shall schedule a pre-construction meeting with the CONTRACTOR. At the pre-construction meeting, the CONTRACTOR shall submit for the TOWN's review its audio-visual recording of the Project site, the proposed Critical Path Method (CPM) Schedule, the Final Schedule of Values, personnel and subcontractor lists, and the proposed mobilization requirements. It is the intent of the pre-construction meeting to ensure that the Project Manager and the Superintendent have a clear understanding of the proposed Work and the requirements of this Agreement and to establish the appropriate Date of Commencement, which may or may not coincide with the date of the pre-construction meeting.

2.4 The Date of Commencement of the Work shall be the date indicated in the Notice to Proceed. The Notice to Proceed shall be issued by the Project Manager after the CONTRACTOR has delivered to the TOWN the executed Agreement together with the Bonds and Insurance Certificates required in accordance with the Agreement and the TOWN has approved this Agreement. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no

irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, the CONTRACTOR may commence to perform the Work.

ARTICLE 3 CONTRACT PRICE

3.1 The TOWN shall pay the CONTRACTOR for the performance of this Agreement and completion of the Work under the Project in accordance with the Contract Documents, subject to adjustment by Change Order, the fixed Contract Price as stated on Page 1 of this Agreement, based on the unit costs and quantities in the Bid. The obligations of the TOWN under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the TOWN.

3.2 The CONTRACTOR fully understands that the Lump Sum and/or Unit Price for all items includes a sufficient allowance for the completion of all Work associated with the Project, as depicted in the Contract Documents, including, but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, TOWN inspections, machinery, equipment, tools, utility coordination, clean up, and other means of construction necessary to complete the Work in accordance with all applicable regulatory agencies.

ARTICLE 4 CONTRACTOR RESPONSIBILITIES

4.1 The CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, the Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. The CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the Agreement is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any the Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 The CONTRACTOR understands and acknowledges that all documents and materials provided with the Request for Bid package and any addenda are general and preliminary, and that the CONTRACTOR shall not rely on the accuracy or completeness thereof. The CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 The CONTRACTOR shall be responsible to the TOWN for acts and omissions of the CONTRACTOR and the CONTRACTOR's agents, employees, professionals, subconsultants, subcontractors, and all other parties performing the Work by, through, and under the CONTRACTOR.

4.5 The CONTRACTOR shall be responsible for the management, coordination and supervision of all construction means, methods, techniques, sequences, and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every professional, subconsultant and subcontractor to the applicable terms and conditions of the Agreement, for the benefit of the TOWN.

4.7 The CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized, and financed to perform such the Work.

4.8 The CONTRACTOR shall act as an independent contractor and not as the agent of the TOWN. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Superintendent and Project Manager who shall have been designated in writing by the CONTRACTOR and pre-approved by the TOWN. The Superintendent and Project Manager shall be dedicated to the Project full time and shall have full authority to act on behalf of the CONTRACTOR. The Superintendent shall be present during work at all times. The Superintendent and Project Manager shall not be the same person, unless approved by the TOWN. All communications given to the Superintendent and/or Project Manager shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the Superintendent and/or Project Manager of the CONTRACTOR shall be mailed to the address set forth in the Agreement for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The TOWN shall have the right of direct removal of any Superintendent and/or Project Manager of the CONTRACTOR. Any change in the Superintendent of the CONTRACTOR assigned to the Project shall be subject to the TOWN's prior written approval. The Superintendent shall have full authority to receive instructions from the Owner and/or Engineer, and to execute the orders or directions of the Owner and/or Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall perform at least 30% (thirty percent) of the total amount of the Work in-house. The foregoing 30% (thirty percent) is exclusive of administrative work performed by the CONTRACTOR in connection with the Work.

4.11 The CONTRACTOR shall not employ any subcontractor or Consultant against whom the TOWN may have reasonable objection including but not limited to non-compliance or poor past performance.

4.12 The CONTRACTOR represents to the TOWN that the CONTRACTOR (and its officers, directors, partners, or shareholders holding ten 10% (ten percent) or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or 10% (ten percent) plus shareholder) any person, entity, subcontractor, consultant, design professional, materialmen, supplier, or any other subcontractor performing the Work or the Project. The CONTRACTOR agrees to obtain prior written consent from the TOWN before entering into any agreement on this the Project in which it has a common financial interest.

4.13 The CONTRACTOR shall keep on-site one record copy of all Drawings, Specifications, Addenda, Modifications, and Shop Drawings that is annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents, thus creating Record Drawings, and the Record Drawings are accepted by the TOWN.

4.14 The CONTRACTOR shall provide the TOWN two copies of the Record Drawings verifying the as-built conditions for all installed and constructed components of the Work, including, but not limited to,

the surface water management, traffic control, lighting, water distribution, and wastewater collection systems. The Record Drawings, which shall be signed and sealed by a Professional Engineer or Surveyor and Mapper, licensed in the State of Florida, must demonstrate to the Project Manager that the Project components were constructed in substantial conformance with the approved Construction Plans and applicable permits and that the Project will function as designed and intended. The Record Drawings must be certified based on an As-Built Survey prepared in accordance with the Minimum Technical Standards established in Florida Administrative Code (FAC) 5J-17.051 and 5J-17.052. If the Project Manager determines that the as-built conditions of one or more components are not constructed in substantial conformance with the approved Construction Plans or that the Record Drawings do not sufficiently demonstrate conformance with the Construction Plans, one set of the Record Drawings will be returned to the CONTRACTOR that identify the deficient component(s) of the Work. The CONTRACTOR shall correct the component(s) or the Record Drawing in the timeframes set forth in Article 6 of this Agreement. Upon acceptance by the Project Manager, the CONTRACTOR shall provide the TOWN Record Drawings electronically in AutoCAD® and Adobe Acrobat®. The Adobe Acrobat® file shall be a replica of the signed and sealed Record Drawing.

4.15 The CONTRACTOR shall, at its expense, attend any and all meetings called by the TOWN to discuss the Work under the Agreement.

4.16 The CONTRACTOR shall not establish and shall not allow its employees to engage in any non-Project related commercial activities on the Project site.

4.17 The CONTRACTOR shall, at its expense, arrange for, develop, and maintain all utilities required to execute the Work. Such utilities shall be furnished by the CONTRACTOR at no additional cost to the TOWN, including, but not be limited to: telephone service for the CONTRACTOR's use; construction power; and potable water, and sanitary sewer. Prior to Final Acceptance of the Work, the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Agreement.

4.18 The CONTRACTOR shall be responsible for the proper control, maintenance, and detour of traffic in the construction area, at all times during the course of the Work. Contractor shall provide and maintain Maintenance of Traffic (MOT) by a certified Advanced Work Zone Traffic Control officer. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida Department of Transportation, TOWN, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR's responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Bid reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper control, maintenance, detour of traffic. The CONTRACTOR shall notify all such agencies and the TOWN at least 7 (seven) days in advance of any traffic detour. No road closures will be permitted unless approved by the TOWN. The CONTRACTOR shall notify all such agencies and the TOWN at least 14 (fourteen) days in advance of any road closure.

4.19 The CONTRACTOR is responsible for adequate NPDES-compliant drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed. Stabilization measures, as defined by the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities, as amended, shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.

4.20 The CONTRACTOR shall ensure that all fire hydrants on or adjacent to the Project shall be kept accessible and no obstruction shall be placed within fifteen feet of any hydrant.

4.21 The CONTRACTOR shall ensure that heavy equipment is not operated close enough to TOWN assets or other structures to cause their displacement.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5 PAYMENT

5.1 A Schedule of Values shall be approved by the TOWN prior to the commencement of the Work. The approved Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the TOWN. Progress payments on account of Unit Price Work will be based on the number of units completed.

5.2 Applications for Payments

- A. The CONTRACTOR shall submit to the TOWN for review, an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as required by the Contract Documents. Such supporting documents shall include but not be limited to: (i) a current release from the CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and (ii) a monthly dated Critical Path Method (CPM) Schedule for the Project. Written consent from the surety in a form acceptable to the TOWN regarding the project or payment may be given in lieu of waivers. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR's entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the TOWN has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect the TOWN's interest therein, all of which must be satisfactory to the TOWN.
- B. Beginning with the second Application for Payment, each Application shall include:
 - (i) an affidavit by the CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge the CONTRACTOR's legitimate obligations associated with prior Applications for Payment and
 - (ii) a "Conditional Waiver of Right to Claim Against Payment Bond and "Town of Jupiter" completed by the CONTRACTOR and all subcontractors.
- C. The amount of retainage with respect to progress payments will be 5% (percent) of the Contract Price or as otherwise stipulated in the Agreement and will remain in place subsequent to final completion of the Work based upon the schedule of values contained in the Agreement.
- D. Upon Substantial Completion, the contract must provide for Punchlist items necessary to render the construction services complete, satisfactory, and acceptable. The process, time frames, and reviewing responsibilities for that list must be specified. After the list is developed and the public entity receives a proper invoice or payment request, the entity must pay the

remaining contract balance including remaining retainage less an amount equal to 150% of the estimated cost to complete the items on the list. This happens within (30) calendar days from the issuance of the Punchlist. Once all items on the list are completed, the contractor can request payment for all remaining retainage. If there is a good faith dispute over whether some items have been completed, the public entity can still withhold up to 150% of the cost to complete those disputed items.

- E. The Application for Final Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to the TOWN) of all Lien rights arising out of or Liens filed in connection with the Work.
- F. In lieu of the releases or waivers of Liens and as approved by the TOWN, the CONTRACTOR may furnish receipts or releases in full and an affidavit of the CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the TOWN or the TOWN's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the TOWN to indemnify the TOWN against any Lien.

5.3 Review of Applications

- A. The TOWN's approval of any payment requested in an Application for Payment will constitute a representation by the TOWN that to the best of the TOWN's knowledge, information and belief:
 - (i) the Work has progressed to the point indicated;
 - (ii) the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price the Work, and to any other qualifications stated in the recommendation); and
 - (iii) the conditions precedent to the CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is the TOWN's responsibility to observe the Work.
- B. The TOWN's approval of any payment requested in an Application for Payment will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work performed have been exhaustive, extended to every aspect of the Work, or were detailed inspections of the Work; or (ii) there may not be other matters or issues between the parties that might entitle the CONTRACTOR to be paid additionally by the TOWN or entitle the TOWN to withhold payment to the CONTRACTOR.
- C. The TOWN may reject the payment request or invoice within 20 (twenty) business days after the date on which the payment request or invoice is stamped as received by the TOWN. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application.

D. The TOWN may refuse to make payment of the full amount because:

- (i) claims have been made against the TOWN on account of the CONTRACTOR's performance or furnishing of the Work;
- (ii) Liens have been filed in connection with the Work, except where the CONTRACTOR has delivered a specific Bond satisfactory to the TOWN to secure the satisfaction and discharge of such Liens;
- (iii) there are other items entitling the TOWN to an offset against the amount recommended.
- (iv) the Work is defective or the completed Work has been damaged, requiring correction or replacement;
- (v) the Work for which payment is requested cannot be verified;
- (vi) the CONTRACTOR failed to make proper payments to subcontractor(s) for labor, materials or equipment in connection with the Work;
- (vii) the Contract Price has been reduced because of modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (viii) the TOWN has been required to correct defective Work or complete the Work in accordance with the Contract Documents;
- (ix) the CONTRACTOR failed to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;
- (x) of any other breach of, default under, violation of, or failure to comply with the provisions of the Contract Documents.

E. If the TOWN refuses to make payment of the full amount, the TOWN must give the CONTRACTOR written notice within 10 (ten) business days of receipt of invoice stating the reasons for such action and promptly pay the CONTRACTOR any amount remaining after deduction of the amount so withheld. The TOWN shall promptly pay the CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the TOWN and the CONTRACTOR, when the CONTRACTOR corrects the reasons for such action to the TOWN's satisfaction.

5.4 All payments made to the CONTRACTOR, whether Progress or Final, shall be in strict accordance with the "Local Government Prompt Payment Act" addressing payment, retainage, and punchlist procedures for the performance of the Work.

5.5 The CONTRACTOR warrants and guarantees that title to all the Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the TOWN prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.6 The CONTRACTOR shall promptly pay all subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the TOWN out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR. The CONTRACTOR shall, by appropriate agreement with each subcontractor or other person, require each subcontractor or other person to make payments to sub-subcontractors in similar manner.

5.7 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the TOWN shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.8 In accordance with the provisions of §255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by §713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for or to induce payment of a progress payment or a final payment, such waivers shall comply with the form set forth in §255.05, Florida Statutes, as amended from time to time.

5.9 If one or more Notice of Non-Payment is received by the TOWN, no further payments will be approved until non-payment(s) have been satisfied and a Release of Claim for each Notice of Non-Payment has been submitted to the TOWN. Upon request, the CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If the CONTRACTOR fails to satisfy the non-payment, the TOWN may make payment and back-charge the CONTRACTOR for any and all costs associated with such payment.

5.10 If at any time during the progress of the Work, the CONTRACTOR's actual progress is inadequate to meet the requirements of the Agreement, the TOWN may, but is not required to, notify the CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of the CONTRACTOR:

- A. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;
- B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;
- C. Reschedule the Work in conformance with the specification requirements.

5.11 Neither such notice by the TOWN nor the TOWN's failure to issue such notice shall relieve the CONTRACTOR of its obligation to achieve the quality of the Work and rate of progress required by the Agreement.

ARTICLE 6 TIME OF PERFORMANCE

Time is of the essence under this Agreement.

6.1 Prior to requesting an inspection for Substantial Completion, as defined in Article 1.25, the CONTRACTOR shall confirm that:

- A. All construction is complete, the project components are clean, and all systems fully functional.
- B. All utilities are installed or adjusted, as required, and are fully functional.
- C. The Project site is clear of the CONTRACTOR's excess equipment, temporary facilities and/or trailers.
- D. All operations and maintenance manuals for all equipment have been delivered to the TOWN.
- E. All operations and maintenance training related literature, software, and back-up disks have been delivered to the TOWN.

- F. All manufacturers' certifications and warranties have been delivered to the TOWN.
- G. All required spare parts, materials, as well as any special measuring devices and tools have been delivered to the TOWN.

6.2 The TOWN shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion, but the TOWN shall allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

6.3 When the CONTRACTOR considers the Work ready for its intended use, the CONTRACTOR shall notify the TOWN, in writing, that the Work is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the TOWN issue a certificate of Substantial Completion. Promptly thereafter, the TOWN and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. For the purpose of this Agreement, and for the compliance of those procedures, duties, and obligations as set forth in §218.70 et seq. and §218.735 et seq., Florida Statutes, the term "Substantial Completion" is defined as that point where the TOWN is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the TOWN is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety, and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of the Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If the TOWN does not consider the Work substantially complete, the TOWN will notify the CONTRACTOR in writing giving the reasons therefore. If the TOWN considers the Work substantially complete, the TOWN will issue and deliver to the CONTRACTOR a certificate of Substantial Completion, which shall fix the date of Substantial Completion. In addition to §218.735(7)(a), Florida Statutes, punch list procedures for construction projects having an estimated cost of less than \$10,000,000 (ten million dollars) to render the Work complete, satisfactory, and acceptable are established as follows:

- A. The intent of this section is for the TOWN and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.
- B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the TOWN ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the TOWN during the Punchlist Walkthrough. The TOWN shall issue the Final Punchlist within 30 (thirty) days of the Substantial Completion date.
- C. The CONTRACTOR shall endeavor to address and complete the Punchlist work either during the Punchlist Walkthrough itself or within 30 (thirty) days from the date of the Punchlist Walkthrough.
- D. No more than 25 (twenty five) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the TOWN. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.
- E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the TOWN.

- F. In no event may the CONTRACTOR request payment of final retainage under §218.735(7)(e), Florida Statutes, until the CONTRACTOR considers the Final Punchlist to be 100% (one hundred percent) complete.
- G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the TOWN has been able to operate or utilize the affected punchlist item for 15 (fifteen) days, whichever occurs last.
- H. The CONTRACTOR acknowledges and agrees that the TOWN may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the TOWN during performance of the Work.
- I. The CONTRACTOR acknowledges and agrees that in calculating 150% (one hundred fifty percent) of the amount which may be withheld by the TOWN as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(e), Florida Statutes, the TOWN may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such the Work activity, but rather total costs are based upon the cost of completing the Work activity based upon market conditions at the time of Final Punchlist completion.

6.4 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

6.5 Use by the TOWN, at the TOWN's option, of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the TOWN and the CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by the TOWN for its intended purpose without significant interference with the CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

- A. The TOWN may request, in writing, the CONTRACTOR permit the TOWN to use any such part of the Work which the TOWN believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees that such part of the Work is ready for its intended use and substantially complete, the CONTRACTOR will certify to the TOWN that such part of the Work is substantially complete and will request the TOWN issue a certificate of Substantial Completion for that part of the Work. The CONTRACTOR may notify, in writing, the TOWN that the CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request the TOWN issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either a request or notification is made, the TOWN and the CONTRACTOR shall inspect that part of the Work to determine its status of completion. If the TOWN does not consider that part of the Work to be substantially complete, the TOWN will notify the CONTRACTOR in writing giving the reasons therefore.

- B. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of this Agreement regarding property insurance.

6.6 Upon written notice from the CONTRACTOR that the entire Work, or an agreed portion thereof, is complete, the TOWN will promptly make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The CONTRACTOR shall immediately take such measures necessary to complete such Work or remedy such deficiencies.

ARTICLE 7 LIQUIDATED DAMAGES

7.1 Upon failure of the CONTRACTOR to Substantially Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the TOWN daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the TOWN's estimated damages resulting from the delay to Substantial Completion.

7.2 Upon failure of the CONTRACTOR to Finally Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the TOWN daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the TOWN's estimated damages resulting from the delay to Final Completion.

7.3 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.4 If completion dates are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the TOWN. The CONTRACTOR agrees to the reasonableness of the posted Liquidated Damages amount, which may not equal actual damages, and shall be legally enforceable in a court of law.

ARTICLE 8 CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR's performance of this Agreement is delayed, either by delays that are beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors or by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Agreement Time shall be extended by Change Order as determined by the TOWN. If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, the CONTRACTOR shall provide the TOWN a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

- A. Nature of the delay or change in the Work;
- B. Dates of commencement and cessation of the delay or change in the Work;
- C. Activities on the current progress schedule affected by the delay or change in the Work;
- D. Identification and demonstration that the delay or change in the Work affects the critical path;
- E. Identification of the source of delay or change in the Work;
- F. Anticipated extent of the delay or change in the Work; and

G. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless the CONTRACTOR has notified the TOWN in writing within 7 (seven) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waives any and all claims for damages which it may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing, or passive interference by the TOWN, or its agents, and waives damages that it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein, being the CONTRACTOR's sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed \$250.00 (two hundred fifty dollars) per each day of delay. Apart from extensions of time or acceleration costs approved by the TOWN and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR 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. Notwithstanding anything herein to the contrary, provided the CONTRACTOR has otherwise satisfied the requirements of this Agreement, the CONTRACTOR shall be entitled to an increase in the Contract Price based upon approved general condition, insurance, and bond premium costs resulting from delays for which the TOWN has approved by Change Order or Construction Change Directive, provided, however, the TOWN shall not be required to pay such additional amounts for any days following the date on which the CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

8.4 The time during which the CONTRACTOR is delayed in the performance of the Work by the acts or omissions of the TOWN, acts of God, unusually severe and abnormal climatic conditions or other conditions beyond the CONTRACTOR's control and which the CONTRACTOR could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the CONTRACTOR for an extension of time for such delays be considered unless made in accordance with Paragraph 8.1.

8.5 The TOWN shall not be obligated or liable to the CONTRACTOR for and the CONTRACTOR hereby expressly waives any claims against any damages, costs, or expenses of any nature whatsoever which the CONTRACTOR, its subcontractors or sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the TOWN, or any of the events referred to in Paragraph 8.4 above, it being understood and agreed that the CONTRACTOR's sole and exclusive remedy in such event shall be an extension of Contract Time, but only if claim is properly made in accordance with Paragraph 8.1.

8.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled critical path of construction. Based on 30-Year, National Weather Service historical rainfall averages for the Town of Jupiter, the CONTRACTOR shall anticipate the amount of rainfall days affecting the schedule as normal conditions outlined in the following months below:

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
2	2	3	2	3	5	5	6	6	5	3	2

The monthly allocated rainfall days are incorporated into the Contract Time and shall be considered a form of contingency built into the schedule.

ARTICLE 9 SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the TOWN any conflict, error, or discrepancy that the CONTRACTOR or any of its subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from the TOWN before proceeding with any Work affected. The CONTRACTOR shall remain liable to the TOWN for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by the CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the TOWN in writing of:

(A) subsurface or latent physical conditions at the site differing materially from those indicated in this Agreement; or (B) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Agreement. The TOWN will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Agreement, an equitable adjustment shall be made and the Agreement modified in writing accordingly. The CONTRACTOR's failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

9.3 Physical Conditions (Including Underground Facilities). The CONTRACTOR shall have full responsibility for physical conditions, and Underground Facilities owned by the TOWN or others, as shown or indicated in the Contract Documents. The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. The TOWN shall not be responsible for accuracy or completeness of data, plans, and specifications and the CONTRACTOR shall have full responsibility for checking all information and data. If the Contract Documents necessitate amending to order changes in the Work due to Underground Facilities owned by the TOWN or others, whether they be shown or indicated or newly discovered, the TOWN shall authorize the required changes in the Work by Change Order. If those Underground Facilities owned by the TOWN or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension, or acceleration costs, however caused, except that if the TOWN and the CONTRACTOR agree that the delays require a change in Contract Time, the TOWN shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 (thirty) days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the TOWN for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance, and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the TOWN or others as shown or indicated, or from newly discovered Underground Facilities owned by the TOWN or others.

9.4 Special Requirements for Underground Facilities. The CONTRACTOR shall have full responsibility for the following list. Except as otherwise provided, all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

- A. Field locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation;
- B. Notifying the TOWN of any newly discovered Underground Facility and promptly notifying that the TOWN of that discovery;
- C. Shoring, blocking and protecting Underground Facilities including utilities shown, indicated or discovered;
- D. Coordination, scheduling and sequencing the Work with the TOWN's of all Underground Facilities shown, indicated or discovered;
- E. Repairing any damage to the satisfaction of the TOWN, to the extent that the damage was due to the CONTRACTOR's failure to adhere to the requirements, or to the fault or negligence of the CONTRACTOR; and
- F. The safety and protection of any affected the Work, and for repairing any damage done to the work.

9.5 If those Underground Facilities owned by the TOWN or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if the TOWN and the CONTRACTOR agree that the delays require a change in Contract Time, the TOWN shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 (thirty) days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the TOWN for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the TOWN or others shown or indicated, or from newly discovered Underground Facilities owned by the TOWN or others.

9.6 Unless it prejudices the Work already excavated and uncovered, the CONTRACTOR shall schedule layout, excavation and uncovering of the Work or Underground Facilities a sufficient time in advance to allow the TOWN'S design professional's review, and the possible amending or supplementing of the Contract Documents.

ARTICLE 10 INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Agreement, or in preparation for the work and services under this Agreement, or any extension, modification, or amendment thereto by change order to otherwise.

The CONTRACTOR hereby agrees to indemnify and hold harmless the TOWN, Town Council, its officers and employees from liabilities, damages, lawsuits, 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 or persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

ARTICLE 11 TERMINATION

11.1 Notwithstanding any other provision of this Agreement, the CONTRACTOR may be held in default of its contractual obligation under this Agreement if the CONTRACTOR:

- A. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;
- B. fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
- C. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- D. performs the Work that does not conform to Contract Documents requirements;
- E. fails to meet the Contract Schedule or fails to make progress on the Work so as to endanger performance of the Agreement;
- F. abandons or refuses to proceed with any or all the Work; or
- G. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents.

11.2 The TOWN must provide written notice to the CONTRACTOR notifying it that the TOWN is declaring it in default and providing the CONTRACTOR with 3 (three) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the 3 (three) business day default period, the TOWN may:

- A. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR; and
- B. accept assignment of subcontracts pursuant to this Agreement; and
 - (i) finish the Work by whatever reasonable method the TOWN may deem expedient, and charge all completion costs against any monies owed or to be owed to the CONTRACTOR, or back charge the CONTRACTOR for any and all such completion costs, or
 - (ii) terminate the CONTRACTOR and hire a completion contractor to finish the Work by whatever reasonable method the TOWN may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to the CONTRACTOR, or backcharge the CONTRACTOR for any and all such completion costs, or
- C. offset any and all such completion costs against any monies then due or to become due on any other projects that the TOWN has with the CONTRACTOR.

11.3 Upon default, the CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the TOWN for Convenience.

11.5 Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification per Section 4.22 of this Agreement; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the TOWN for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the TOWN reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the TOWN shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, the CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

ARTICLE 12 SUSPENSION OF WORK

The TOWN may, without cause, order the CONTRACTOR in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the TOWN may determine.

ARTICLE 13 CHANGES IN THE WORK

13.1 The TOWN may, at any time or from time to time, order additions, deletions, or revisions in the Work by requesting a proposal from the CONTRACTOR detailing the proposed additions, deletions, or revisions to the Work. The proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates, and mark-ups. The CONTRACTOR shall complete and return the proposal to the TOWN within 10 (ten) calendar days from receipt thereof. The proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The proposal may then be: (A) issued as a Change Order in accordance with the provisions of the Contract Documents; (B) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or (C) withdrawn.

13.2 The TOWN may authorize minor changes or alterations in the Work involving minimal cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the TOWN entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the change in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall

constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR's responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the TOWN.

13.5 The TOWN may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

- A. in the Drawings and designs, and Specifications;
- B. in the method or manner of performance of the Work;
- C. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the TOWN shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

13.8 The value of any Work covered by a Field Order, Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the TOWN:

- A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- B. by negotiated lump sum; or
- C. cost plus. If this option is selected, the TOWN reserves the right to request any and all documentation from the CONTRACTOR in support of its foregoing Actual Costs, and the CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by the CONTRACTOR's own forces, the CONTRACTOR shall be entitled to a percentage 10% (ten percent) mark-up for Actual Costs as defined in Section 1.

13.10 For changes in the Work performed by subcontractors: (A) the subcontractor shall be entitled to mark-up the cost of the change(s) by 10% (ten percent); and (B) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by 5% (five percent). The foregoing shall be the maximum amount allowable for subcontractor's and the CONTRACTOR's Actual Costs as defined in Section 1.

ARTICLE 14

MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by the TOWN to order removal of rejected materials and equipment shall not

relieve the CONTRACTOR from responsibility for quality of the materials supplied or from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications, will be acceptable regardless of the TOWN's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve the CONTRACTOR from responsibility for the quality and securing progress of the Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, the CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in the TOWN's interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

- A. The burden of proof of equality of a proposed substitution for a specified item shall be upon the CONTRACTOR. The CONTRACTOR shall support its request with sufficient test data and other means to permit the TOWN to make a fair and equitable decision on the merits of the proposal. The CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the TOWN for proposed substitute items as required by the Contract Documents.
- B. Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. The TOWN will be the sole judge of whether or not the substitution is equal in quality, utility, and economy to that specified.
- C. The CONTRACTOR shall allow an additional 15 (fifteen) calendar days for the TOWN's review of requested substitutions. All requests for substitutions with submittal data must be made at least 50 (fifty) calendar days prior to the time the CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve the CONTRACTOR from responsibility for compliance with all requirements of the Agreement. The CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.
- D. If the TOWN rejects the CONTRACTOR's requested substitute item on the first submittal, the CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the TOWN allowable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15 COMPLIANCE

15.1 All work, labor, materials and equipment provided under this Agreement shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. The CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. The CONTRACTOR shall notify the TOWN prior to commencement of the Work of any requirement of the plans and specifications not in

strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. The CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting the Project.

15.2 If, during the term of this Agreement, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Agreement which become effective and which affect the cost or time of performance of the Agreement, the CONTRACTOR shall immediately notify the TOWN in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Agreement. Upon concurrence by the TOWN as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, the CONTRACTOR shall immediately report the same in writing to the TOWN who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 The CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 The CONTRACTOR shall deliver a product which will meet or exceed the Design package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work (if applicable), except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16 NON-DISCRIMINATION

The CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17 DEFECTIVE WORK

17.1 The TOWN shall have authority to disapprove or reject the Work which is "defective" (which term is hereinafter used to describe the Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Upon presentation of a Defective the Work Notice to the CONTRACTOR or the CONTRACTOR's the Project Superintendent, the CONTRACTOR shall meet within 24 (twenty four) hours with the TOWN to discuss and develop a plan of remedial action and time-line to correct the defective the Work. The CONTRACTOR shall have no more than three (3) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services

and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and the CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the 24 (twenty four) hour meeting requirement, or the agreed upon correction schedule, the TOWN has the right to do any of the following: (A) correct any the Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR; or (B) hold back payment due the CONTRACTOR until such time as the Work is completed to the satisfaction of the TOWN and in compliance with the Contract Documents. The TOWN shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the TOWN reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18

BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the TOWN, furnish a Public Payment Bond and a Performance Bond, pursuant to §255.05, Florida Statutes, in at least an amount equal to the Contract Price, for any Agreement over \$200,000 (two hundred thousand dollars), covering the faithful performance of this Agreement and all the CONTRACTOR's faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. The Bonds shall be recorded at the Town Clerk at the CONTRACTOR's expense. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt, becomes insolvent, its authorization to do business in the State of Florida is terminated, it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, the CONTRACTOR shall within 5 (five) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to the TOWN. An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in §95.11 (5)(e), Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with §95.11(2)(b), Florida Statutes, and applicable case law.

18.2 Insurance

- A. **Certificate of Insurance.** 1 (One) certified true copy of the policy(s) must be furnished by the CONTRACTOR to the TOWN prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must indicate the Town of Jupiter as Additional Insured on all policies except the Workers Compensation. The statement "Additional Insured" is to be listed in the Description Block of the Insurance Certificate along with the Project name. The indication that the Town of Jupiter is a Certificate Holder is not sufficient for this issue. The Additional Insured endorsement must be attached to the Certificate of Insurance and shall include coverage for Completed Operations under the General Liability policy.
- B. **General Insurance Requirements.** The CONTRACTOR and, where designated, each of its subcontractors and sub-subcontractors shall obtain and maintain during the full duration of the Work required under this Agreement, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

(i) All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the TOWN. All insurance carriers must carry an A.M. Best Rating of A:IX or better and coverage should apply on a Primary and Noncontributory basis. At the discretion of the TOWN, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the TOWN as to form and types of coverage.

(ii) The policy(s) shall provide for 30 (thirty) days prior written notice to the TOWN, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

(iii) The policy(s) shall be written for the Contract Times, commencing with the initial demolition, Site Work and/or Site preparation, and ending at the Final Completion and shall contain an endorsement providing for extension of the policy(s) for up to 2 (two) years. The Products and Completed Operations portions of the General Liability shall extend for a period of 10 (ten) years after the Final Acceptance of the Project by the TOWN and shall include an "Additional Insured" endorsement.

(iv) All liability policies required herein shall be written on an occurrence basis

(v) The policies shall name the TOWN, its council and staff as additional insured (including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.

(vi) All insurers shall agree to waive all rights of subrogation against the TOWN and each individual member of the Town Council, Constitutional Officers, or staff.

(vii) It is the responsibility of the CONTRACTOR to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

C. Premiums. The the CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

D. Specific Insurance Limits

(i) Workers' Compensation. The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes, and Employers Liability of limits no less than:

\$ 500,000	each accident
\$ 500,000	disease - policy limit
\$ 500,000	each employee

Should the scope of work performed by the CONTRACTOR qualify its employees for benefits under Federal the Worker's Compensation Statute (i.e. Longshoreman & Harbor the Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

(ii) Commercial General Liability, with limits of not less than:

\$ 1,000,000	each occurrence
\$ 1,000,000	personal/advertising injury
\$ 2,000,000	products/completed operations (per project aggregate)
\$ 2,000,000	general aggregate (per project aggregate)
\$ 100,000	fire damage legal (any 1 fire)
\$ 10,000	medical expense (any 1 person)

Coverage to include include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included to cover the hold harmless agreement set forth in the Agreement. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause. There should be no "damage to your work" exclusion for work performed by subcontractors. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire. If the project involves environmental exposures, Environmental Impairment Liability coverage shall be maintained.

(iii) Automobile Liability - \$1,000,000 (one million dollars) Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

(iv) Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than \$1,000,000 (one million dollars).

(v) Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a modification to the Agreement. However, if hazardous materials are identified while carrying out this Agreement, no further the Work is to be performed in the area of the hazardous material until the TOWN has been consulted as to the need to procure and maintain such coverage.

- E. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the TOWN, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

ARTICLE 19 PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work shall be warrantied and guaranteed as new quality and of the highest grade of quality for their intended use. All Work shall be performed in good workmanship and shall be in accordance with all Contract Documents and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, and shall be in compliance with all governing laws, regulations, and applicable codes. The CONTRACTOR warrants all Work against defects for a period of 1 (one) year (unless longer guarantees or warranties are provided for elsewhere in the Agreement or at law, in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by the CONTRACTOR or any of its subcontractors.

19.2 If defects are identified during the warranty period, the CONTRACTOR shall repair or replace the defect and cure such defect within 48 (forty-eight) hours of receipt of written notice. The CONTRACTOR warrants such repaired or replaced Work for a period of 1 (one) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should the CONTRACTOR fail to timely cure such defects, the TOWN may proceed to perform the work at the CONTRACTOR's expense and may back charge the CONTRACTOR for all costs associated with the work.

19.3 The CONTRACTOR agrees to require that all of its subcontractors, suppliers, and materialmen provide warranties in their agreements at least sufficient to satisfy the CONTRACTOR's obligations in this Agreement and the CONTRACTOR shall assign all such warranties to the TOWN as a condition precedent to the receipt of Final Payment. The CONTRACTOR agrees to defend and indemnify the TOWN against all fees and costs should the CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the TOWN. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's warranty to the TOWN. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2 (two) year equipment warranty commencing at the time of acceptance of the equipment by the TOWN.

ARTICLE 20

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction of the Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents and any and all amendments thereto, in good order and marked, to record changes to the Contract Documents as approved during the construction of the Project. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples, and similar required submittals. These shall be provided to the TOWN upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

- A. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the CONTRACTOR proposes to conform the construction to the Contract Documents.
- B. The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples, and similar submittals. The TOWN shall review Shop Drawings, Product Data, Samples, and similar submittals for compliance with the Design Documents and shall provide comments, if any, within 15 (fifteen) days of receiving such documents.
- C. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by the TOWN's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the CONTRACTOR has specifically informed the TOWN of such deviation at the time of the submittal and the TOWN has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals to the TOWN for approval thereof.

ARTICLE 21 SAFETY

21.1 The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees, and licensees of the TOWN and users who may be affected thereby.

21.2 All the Work, whether performed by the CONTRACTOR, its subcontractors or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended, and all state, the TOWN and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and
- B. all codes, rules, regulations and requirements of the TOWN and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the TOWN shall have the right, but not the obligation, to suspend the Work in the unsafe area. All costs of any nature resulting from the suspension, by whomever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site, the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The TOWN shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the TOWN, is obligated to act, at its discretion, to prevent threatened damage, injury, or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22 PROTECTION OF WORK AND PROPERTY

22.1 The CONTRACTOR: (A) shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause; (B) shall protect the property of the TOWN and third parties from loss or damage from whatever cause arising out of the performance of the Agreement; and (C) shall comply with the requirements of the TOWN and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The TOWN, its insurance carriers or representatives, may, but shall not be required to, make periodic patrols of the Work site as a

part of its normal safety, loss control, and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the TOWN shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Agreement.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work and for which disposition is not specifically provided for elsewhere in the Contract Documents, the CONTRACTOR shall contact the TOWN and determine if the removal items are to be salvaged. Items to be salvaged by the TOWN shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the TOWN. Equipment and materials which will not be salvaged by the TOWN shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent the CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, the CONTRACTOR must first obtain written authorization from the TOWN, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. The CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the TOWN.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the TOWN. The CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the TOWN.

22.5 Until final acceptance of the Work by the TOWN pursuant to this Agreement, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including the TOWN-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Existing manholes, fire alarms, etc., shall not be obstructed by the CONTRACTOR, unless called for in the Contract Documents. The CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23

TESTS AND INSPECTIONS

23.1 If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the TOWN, it must be uncovered for observation if requested by the TOWN. Such uncovering shall be at the CONTRACTOR's expense.

23.2 The CONTRACTOR shall be liable for any additional testing or inspections necessitated by defective work performed or materials supplied by the CONTRACTOR or by any of its subcontractors or vendors of any tier.

- 23.3 The CONTRACTOR shall be liable for all expenses incurred for stand-by time charged by the testing firm as a result of cancelled or delayed testing or inspections. These charges will be deducted from the CONTRACTOR'S final payment.

ARTICLE 24 UTILITY COORDINATION

24.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported, and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR: shall (A) give all proper notices; (B) comply with requirements of such parties in the performance of its the Work; (C) permit entrance of such parties on the Work site in order that they may perform their necessary the Work; and (D) pay all charges and fees made by such parties for this the Work. The CONTRACTOR's attention is called to the fact that there may be delays on the Project due to the Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

24.2 At all points where the Work constructed by the CONTRACTOR connects to existing utilities and services, the actual the Work of making the necessary connection to the existing service or utility shall be arranged for by the CONTRACTOR at no expense to the TOWN (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

24.3 FPL calls attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this Project. The CONTRACTOR must visually survey the area and take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment, or object closer to FPL's power lines than the OSHA-prescribed limits. If the CONTRACTOR identifies such, it shall re-design the Project to allow for safe construction given the pre-existing power line location, or make arrangements with FPL to, either deenergize and ground its facilities, or relocate them. The CONTRACTOR must do this before allowing any construction near power lines. If it is necessary for the CONTRACTOR and/or subcontractor to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, the CONTRACTOR or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented. The CONTRACTOR shall be required to complete a "Notification of FPL Facilities" form prior to the commencement of the Work.

ARTICLE 25 HAZARDOUS MATERIALS

The CONTRACTOR shall obtain all required Federal, State, and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage, and use of any explosive or hazardous

materials brought onto or encountered within the Project, and at its expense, make good any damage caused by its handling, transporting, storage, and use. The CONTRACTOR will notify the TOWN immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the TOWN. The CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, or any employee or agent of any of the aforementioned, which results in contamination of the site, the CONTRACTOR shall immediately notify the TOWN and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR's sole cost and expense.

ARTICLE 26

AUDIT

26.1 The CONTRACTOR agrees that the TOWN, or any of its duly authorized representatives, shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR's financial books and records concerning this the Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto, which are found on the basis of audit examination, to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the TOWN the amount of such reduction of payments. All required records shall be maintained until the latter of the completion of the audit and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the Final Payment.

26.2 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 27

PUBLIC RECORDS

27.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

27.1.1 Keep and maintain public records required by the TOWN to perform the Agreement.

27.1.2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

27.1.3. 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 TOWN.

27.1.4. Upon completion of the Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the Agreement. If the CONTRACTOR transfers all public records to the TOWN 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 TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

27.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 741-2752, townclerk@jupiter.fl.us, 201 MILITARY TRAIL, JUPITER, FL 33458.

27.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 28 ASSIGNMENT

28.1 The TOWN and the CONTRACTOR each binds itself, its officers, directors, qualifying agents, partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Agreement.

28.2 The CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of the Agreement or its right, title, or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the TOWN and Surety.

28.3 If for any reason the TOWN terminates its Agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the TOWN. The CONTRACTOR shall include in each of its subcontracts language that requires its subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Agreement directly for the TOWN.

ARTICLE 29 ATTORNEY'S FEES AND COSTS

29.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the TOWN in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs, and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court, and in Bankruptcy Proceedings.

29.2 In cases other than outlined in Section 29.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 30 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the TOWN and the CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by giving the other party 30 (thirty) days written notice.

ARTICLE 31 RESOLUTION OF CLAIMS AND DISPUTES; CERTIFIED CLAIMS

31.1 **Mediation.** As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the TOWN shall select the mediator, who, if selected solely by the TOWN, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the reasonable attorneys' fees and costs of the other party in enforcing this provision, and such amounts shall be awarded by the Court.

31.2 **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and Palm Beach County, Florida for the Town of Jupiter. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this agreement after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

31.3 **Certified claims.** If CONTRACTOR submits a claim seeking an increase in the Contract Price in the amount of ten percent (10%) or more of the Contract Price, an increase in the Contract Time for substantial or final completion by more than thirty (30) days, or both, upon the request of the TOWN in its sole discretion, CONTRACTOR shall, within thirty (30) days, submit to the TOWN a "certified claim," that is, a claim made in writing under oath by a person duly authorized by the CONTRACTOR, and shall contain a statement that:

- (i) The claim is made in good faith;

- (ii) The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- (iii) The amount of the claim accurately reflects the amount that the claimant believes is due from the TOWN; and
- (iv) The certifying person is duly authorized by the claimant to certify the claim.

FAILURE TO PROVIDE THE REQUESTED CERTIFICATION WITHIN THE PRESCRIBED PERIOD OF THIRTY (30) DAYS SHALL CONSTITUTE A FORFEITURE OF THE ENTIRE CLAIM.

31.4 False, fraudulent, or inflated claim. If a court finds a certified claim is false, fraudulent, or inflated, whether in whole or in part, CONTRACTOR shall:

- (i) Be liable to the TOWN for an amount equal to three (3) times the amount of the claim that is false, fraudulent, or inflated;
- (ii) Immediately, fully, and irrevocably forfeit the entire amount of the claim;
- (iii) Be liable to the TOWN for all costs and fees (including, without limitation, reasonable attorneys' fees, court costs, expert fees, and consulting fees) incurred by the TOWN to review, defend, and evaluate the claim; and
- (iv) Be subject to debarment from TOWN contracting for a period not to exceed five (5) years.

31.5 Innocent claimant, notice. Notwithstanding the foregoing, CONTRACTOR is an innocent claimant and not liable for a false, fraudulent, or inflated claim if CONTRACTOR submitted a certified claim to the TOWN reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages and had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted, and within fifteen (15) days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the TOWN with immediate written notice thereof.

ARTICLE 32 MISCELLANEOUS

32.1 Taxes. The TOWN is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

32.2 Pledge of Credit. The CONTRACTOR shall not pledge the TOWN's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

32.3 Remedies and Choice of Law. This Agreement is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in the Town of Jupiter, Florida.

32.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment, or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

32.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the TOWN and the CONTACTOR have executed this Agreement as of the last date written below.

ATTEST

TOWN OF JUPITER

Merriane Lahmeur
Town Clerk

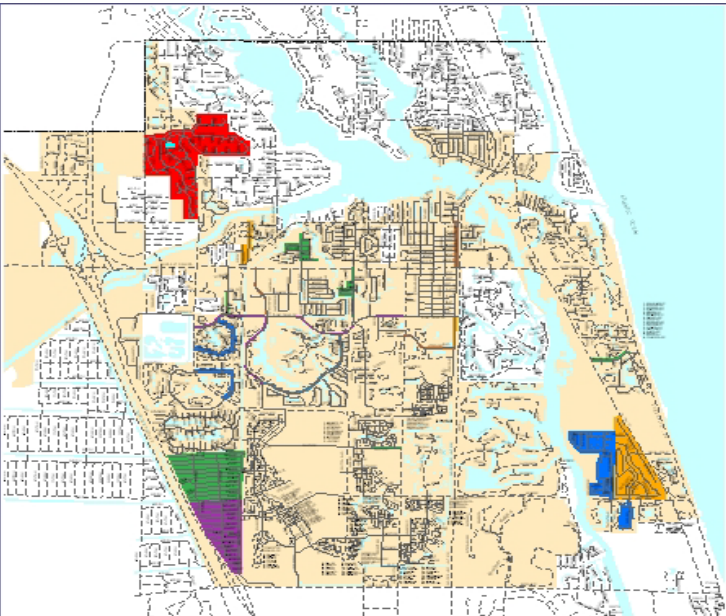
Jim Kuretski
Mayor

TIMOTHY ROSE CONTRACTING, INC.

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**

Zachary Rose
President

Thomas J. Baird
Town Attorney

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2026 - 2030			
Project Name: Street Resurfacing		Department: Engineering	
Link to Strategic Plan/Strategic Result: Manage Growth		Project #: E1003	Projected In-Service Date: On-going
Project Description and Justification: Project Description: The Town maintains approximately 310 lane miles of roads. Resurfacing funds are primarily used for milling, repaving, and restriping of roadways, however, when appropriate, funds have been allocated to various other maintenance and repair techniques, including geo-textile layer installation, crack sealing, slurry sealing, micro resurfacing, sectional pavement and patch repairs, collector road safety edge installations, and intersection radii/curb installations.			
Justification: The overlay program prioritizes resurfacing the most deteriorated pavement surfaces first, while also considering geographical proximity and economy of scale. Staff will continue to monitor pavement conditions to best avoid advanced pavement deterioration to avoid the need for more extensive repairs including full asphalt removal and replacement and base replacement. Resurfacing may be initiated sooner to take advantage of cost savings from recent unit prices.			
Location(s) and Program Schedule		In-Service	
Fiscal Yr	Scope	FY/Qtr	Budget
2026	Engineering: In-House design. Construction: Resurfacing of Egret Landing (combined FY2025 & 2026), Abacoa - New Haven (North), Dolphin Drive, misc. concrete repairs and pavement repairs Town-wide. Expenditures include FY25 carryforward funds.	2026/4	\$2,337,044
2027	Engineering: In-House design. Construction: Resurfacing of N. Pennock Lane, Indiantown Road (US-1 to A1A), Palm Avenue, misc. concrete repairs and pavement repairs Town-wide.	2027/4	\$1,000,000
2028	Engineering: In-House design. Construction: Resurfacing of Fisherman's Landing, Abacoa - New Haven (South), School House Road, misc. concrete repairs and pavement repairs Town-wide.	2028/4	\$1,000,000
2029	Engineering: In-House design. Construction: Resurfacing of side streets north of Center Street, Abacoa - The Island, Old Dixie Highway (ITR to Center Street), Abacoa - SWA Road, misc. concrete repairs and pavement repairs Town-wide.	2029/4	\$1,000,000
2030	Engineering: In-House design. Construction: Resurfacing of Pine gardens South, Daniels Way, misc. concrete repairs and pavement repairs Town-wide.	2030/4	\$1,000,000
Project Photo(s) / Map of Location			
			

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM FINANCIAL INFORMATION 2026 - 2030							
Project Name:					Department:		
Street Resurfacing					Engineering		
Link to Strategic Plan/Strategic Result:					Project #:		
Manage Growth					E1003		
Project Budget:	Prior to 2026	2026	2027	2028	2029	2030	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Construction	\$11,816,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,816,420
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$11,966,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,966,420
Funding Sources:	Prior to 2026	2026	2027	2028	2029	2030	Total
General revenues	\$11,966,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,966,420
CRA funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Open space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Police impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recreation impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Road impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow/Contribution	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues							
CDBG	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEMA Hazard Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LRPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant (TBD)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water revenues	\$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
Building revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loan proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$11,966,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,966,420
Previous Years:	Prior to FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Amount Budgeted	\$7,241,420	\$625,000	\$750,000	\$950,000	\$1,400,000	\$1,000,000	\$11,966,420
Amount Expended	\$6,743,569	\$466,077	\$278,840	\$11,678	\$1,817,748	\$1,302,595	\$10,620,506
Current Encumbrances							\$8,870
Remaining Available Budget							\$1,337,044

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

TOWN OF JUPITER
Resolution Opposing Palm Beach County Local Bill related to Fire MSTU



DATE	November 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Merriane Lahmeur, Town Clerk
SUBJECT	Resolution 133-25, Opposing the Palm Beach County Local Bill relating to the Fire MSTU.

EXECUTIVE SUMMARY

Consideration of a Resolution expressing Opposition to Palm Beach County Local Bill Relating to the Fire Rescue Municipal Services Taxing Unit and Encouraging the Palm Beach County Legislative Delegation to Reject said Bill.

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

ANALYSIS

The 2026 Local Bill is currently pending before the Palm Beach County Legislative Delegation for possible action. If approved, a copy of the resolution will be sent to the Executive Director of the Palm Beach County Legislative Delegation, the members of the Palm Beach County Legislative Delegation, and the Palm Beach League of Cities.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Unique, Small Town Feel

ATTACHMENTS

1. Resolution 133-25 re PBC Local Bill MSTU
2. Palm Beach County Local Bill MSTU

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Merriane Lahmeur, Town Clerk at merrianel@jupiter.fl.us or 561-741-2352.

RESOLUTION NO. 133-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, OPPOSING THE PALM BEACH COUNTY LOCAL BILL RELATING TO THE FIRE RESCUE MUNICIPAL SERVICES TAXING UNIT AND ENCOURAGING THE PALM BEACH COUNTY LEGISLATIVE DELEGATION TO REJECT SAID BILL; PROVIDING FOR DIRECTION TO THE TOWN CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter is dedicated to protecting the best interests of its residents and businesses, and to ensuring that their health, safety and welfare are fully considered in all local government matters; and

WHEREAS, pursuant to Article VIII, section 2(b) of the Florida Constitution and Fla. Stat. §166.021, municipalities have broad home rule authority over the governance of their residents and businesses, including, most importantly, to ensure public safety by providing high-quality, cost-efficient governmental services such as police and fire-rescue and emergency medical services; and

WHEREAS, pursuant to Fla. Stat. § 171.062(1), an area annexed by a municipality becomes subject to all laws, ordinances, and regulations in the annexing municipality and the residents of the annexed area are entitled to the same privileges and benefits as other parts of the municipality upon the effective date of the annexation; and

WHEREAS, in accordance with Florida law, upon annexation the residential and non-residential property owners of a municipality are required to pay ad valorem and other taxes or assessments and are entitled to receive the same services and capital programs as others within the municipality; and

WHEREAS, the Palm Beach County local bill (Local Bill) related to the Fire-Rescue Municipal Services Taxing Unit (MSTU) proposes that the geographical boundaries of the MSTU would contract following annexation and would require the annexing municipality to pay the County the equivalent of what would have been collected in ad valorem taxes and assessments on annexed property had the real property remained in the MSTU, which could negatively impact municipal residents and businesses in the Town of Jupiter; and

WHEREAS, the Local Bill encroaches on the Town of Jupiter's home rule authority to establish and fund public safety services and capital programs for all residential and non-residential property owners within its boundaries in direct violation of the Florida Constitution and general law; and

WHEREAS, Article III, Section 11(a), Florida Constitution, states that there shall be no special law of local application pertaining to the assessment or collection of taxes for county purposes; and

WHEREAS, the Local Bill would legally prohibit an annexing municipality from providing fire rescue services to the owners of properties in a newly annexed area, thereby establishing two classes of property owners within the Town and which is contrary to the Town's municipal home rule authority granted to it by Article VIII, Florida Constitution, Section 2(b) and §166.024, F.S., which guarantees all municipalities broad home rule powers to conduct municipal government, perform municipal functions, and render municipal services, except as otherwise provided by law; and

WHEREAS, the Local Bill purports to make lawful an assessment, which is a

form of double taxation without benefit issue, through an indirect tax for all municipal residents and businesses in the Town of Jupiter, in violation of §200.081, F.S.; and

WHEREAS, Annexing municipalities will be subject to an additional assessment by the Palm Beach County Commission for the annexed property, which would create instances where annexing municipalities would have to monetarily support two fire-rescue services, diverting resources from beneficial local projects in the area to meet ongoing County obligations; and

WHEREAS, the Local Bill purports to change the authority granted by §§171.062(1) and 166.021, F.S., and the Florida Constitution only to municipalities in Palm Beach County; and

WHEREAS, the Town Council deems approval of this resolution to be in the best interests of the health, safety, and welfare of the residents and businesses of the Town of Jupiter.

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

Section 1. The foregoing recitals are incorporated herein and affirmed.

Section 2. The Town Council of the Town of Jupiter, Florida, does hereby express strong opposition to the Palm Beach County Local Bill because it is unlawful as set forth in the above recitals and strongly encourages the Palm Beach County Legislative Delegation to oppose and reject this unlawful Local Bill.

Section 3. The Town Clerk is hereby authorized and directed to furnish copies of this resolution to the Executive Director of the Palm Beach County Legislative

Delegation, the members of the Palm Beach County Legislative Delegation, and the Palm Beach League of Cities.

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

11/18/2025

1 A bill to be entitled
2 An act relating to Palm Beach County; providing that a
3 municipal service taxing unit whose primary purpose is
4 to provide fire protection, rescue, and emergency
5 medical services to residents in unincorporated areas
6 of the county remains the service provider to real
7 property that is annexed after a specified date;
8 providing that the geographical boundaries of the
9 municipal service taxing unit shall contract following
10 the annexation; prohibiting Palm Beach County from
11 levying ad valorem taxes through the municipal service
12 taxing unit following the annexation under a specified
13 circumstance; requiring the annexing municipality to
14 pay the county the equivalent of what would have been
15 collected in ad valorem taxes and assessments on
16 annexed real property, until the transfer of services;
17 authorizing the county, through the municipal service
18 taxing unit, to remain the authority having
19 jurisdiction and to collect certain fees until the
20 transfer of services; providing for an agreement to
21 transfer services; providing an effective date.

22
23 Be It Enacted by the Legislature of the State of Florida:
24

25 **Section 1.** To avoid adverse impacts to the health and

BILL

Redraft - A

YEAR

26 safety of the residents in unincorporated areas of Palm Beach
 27 County that may occur due to a municipal annexation, a municipal
 28 service taxing unit whose primary purpose is to provide fire
 29 protection, rescue, and emergency medical services shall remain
 30 the fire protection, rescue, and emergency medical services
 31 provider to real property annexed after January 1, 2026,
 32 notwithstanding s. 125.01, Florida Statutes, or any other
 33 general law, special act, municipal charter, or ordinance of a
 34 local government to the contrary. Following the annexation by a
 35 municipality that does not have a charter provision, an
 36 ordinance, or an interlocal agreement with Palm Beach County
 37 that includes the entirety of the municipality within the Palm
 38 Beach County municipal service taxing unit whose primary purpose
 39 is to provide fire protection, rescue, and emergency medical
 40 services, the geographical boundaries of the municipal service
 41 taxing unit shall contract to exclude the annexed real property
 42 and Palm Beach County may not levy ad valorem taxes through the
 43 municipal service taxing unit on the annexed real property.
 44 Annually, such annexing municipality shall pay Palm Beach
 45 County, for the benefit of the municipal service taxing unit, an
 46 amount equal to the ad valorem taxes and assessments that would
 47 have been collected had the real property remained in the
 48 municipal service taxing unit. Palm Beach County, through the
 49 municipal service taxing unit, remains the authority having
 50 jurisdiction and may continue to collect impact fees and other

BILL

Redraft - A

YEAR

51 fees from the annexed real property. Through a written agreement
52 approved by the Palm Beach County Board of County Commissioners
53 and the applicable annexing municipality, Palm Beach County and
54 the annexing municipality may agree for the annexing
55 municipality to assume fire protection, rescue, or emergency
56 medical services to the annexed territory. Following the
57 provision of fire protection, rescue, or emergency medical
58 services by the annexing municipality under the written
59 agreement between the board of county commissioners and the
60 annexing municipality:

61 (1) The annexing municipality may cease its payment to the
62 county for the benefit of the municipal service taxing unit
63 after the final payment for services provided by the county
64 through the transition date; and

65 (2) The county is no longer the authority having
66 jurisdiction through the municipal service taxing unit and shall
67 cease its collection of impact fees and other fees from the
68 annexed real property as of the transition date.

69 **Section 2.** This act shall take effect upon becoming a law.